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11 *Attorneys for Plaintiff*

14 **UNITED STATES DISTRICT COURT**
 15 **CENTRAL DISTRICT OF CALIFORNIA**

16 YESENIA JIMENEZ, individually and on
 17 behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 DO LAB, INC.,

21 Defendant.

Case No. 2:20-cv-3462

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Yesenia Jimenez brings this action on behalf of herself and all others
2 similarly situated against Defendant Do Lab, Inc. (“Do Lab” or “Defendant”).
3 Plaintiff makes the following allegations pursuant to the investigation of her counsel
4 and based upon information and belief, except as to the allegations specifically
5 pertaining to herself, which are based on personal knowledge.

6 **FACTS COMMON TO ALL CAUSES OF ACTION**

7 1. Defendant Do Lab, Inc. has made the unconscionable decision to retain
8 its customers ticket fees while cancelling its famous Lightning in a Bottle Festival
9 (the “Festival”), as the novel coronavirus, COVID-19, rages throughout the world
10 and the United States economy has gone into a deep recession.

11 2. Defendant is the operator of Lightning in a Bottle, an annual music
12 festival located in the Central Valley region of California. Defendant sold tickets to
13 its Festival, promising to host the Festival from May 20th to May 25th, 2020. To
14 attend Defendant’s Festival consumers could purchase four day general admission
15 passes that started at \$319 plus fees and five day passes that started at \$389 plus fees.
16 Defendant also offered tickets for \$999 “for their most devout attendees” called the
17 “Patron Experience.” Customers could also purchase car camping passes for \$130,
18 or RV camping passes for prices ranging from \$355 to \$1,200. Defendant also
19 offered “Boutique Camping Packages” for “boutique camping set-ups” for \$1,500 to
20 \$3,300. Indeed, Defendant even offered tickets for as high as \$999 for this year’s
21 festival. Customers could pay for the tickets in full, or had the option to purchase the
22 tickets on payment plans.¹

23 3. On March 13, 2020, Defendant announced that it was cancelling its
24 Festival for 2020. Defendant has not refunded any consumers despite cancelling its
25 Festival, and has refused to do so in the future. Indeed, in an email to ticketholders,
26 Defendant anticipated that its decision to not refund customers “will not be received

27 ¹ <https://edmidentity.com/2019/11/04/lightning-in-a-bottle-2020-tickets/> (last
28 accessed April 13, 2020).

1 well,” but tried to justify the egregious practice by claiming that Defendant is “a
2 small family business” and does not have “deep pockets or outside investors”:²

3 Here is what we can tell you definitively:

- 4
- 5 • The 2020 edition of Lightning in a Bottle is cancelled. We will not be postponing
6 it to a later date this year. We do however plan to move forward and begin
7 production on the 2021 edition of Lightning in a Bottle, to be held over Memorial
8 Day Weekend next year.
 - 9 • Sadly, we cannot offer refunds for the cancelled event. We are, however,
10 working on a plan to make you whole over the next few LIB's. This will include a
11 system for crediting you for future years. More information on this plan will be
12 presented in the coming weeks.
 - 13 • If you took part in the layaway plan, all future payments have been suspended.
14 The payments you have completed will be credited to you in our new plan which
15 will be presented in the coming weeks.
 - 16 • Although we are insured, our policy, like most insurance policies, excludes this
17 pandemic.
 - 18 • We know how difficult this situation is for everyone, many of you losing jobs and
19 income. We also had to layoff our entire office, production staff and build crews,
20 putting hundreds of people out of work.
 - 21 • We are not able to give you quick answers because we want to provide the best
22 possible solution under the circumstances. Please be patient.

23 We understand that some of this news will not be received well. It is important for
24 everyone to understand that Lightning in a Bottle is owned and operated as a small
25 family business, as it has been since the beginning. The reason we are not able to offer
26 refunds is that we are an independent company, we have no parent company with deep
27 pockets or outside investors. At this time all of the money that was brought in through
28 ticket sales was already paid out on non-refundable deposits, building materials and staff
to bring the festival to life. Nobody saw this pandemic coming and unfortunately it has
left the future of Lightning in a Bottle in an extremely precarious position, but we have
every intention of finding our way through this mess and doing what is right for our fans
and community. Together with your support we will find a way for LIB to carry on.

² <https://www.edmtunes.com/2020/03/lightning-in-a-bottle-wont-offer-refunds-for-cancelled-event/> (last accessed April 13, 2020).

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2 4. But Defendant is not some “mom and pop” operation. Defendant
3 reportedly sold over 27,000 tickets to the Lightning in a Bottle festival in 2018.³
4 Assuming that Defendant sold approximately the same amount of tickets for the
5 2020 festival, with *cheapest* tickets that “start” at “\$319 plus fees,” it appears that
6 Defendant has collected *at least* \$8 million worth of ticket sales that it now refuses to
7 refund, and likely well over \$10 million. Accordingly, Defendant has unjustly
8 enriched itself by retaining the ticket fees of thousands of consumers while
9 simultaneously cancelling its Festival in its entirety.

10 5. Plaintiff seeks relief in this action individually, and on behalf of all of
11 ticket holders of Defendant’s Festival for Defendant’s violations of the California
12 Consumer Legal Remedies Act (“CLRA”), Civil Code §§ 1750, *et seq.*, Unfair
13 Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*, False Advertising
14 Law (“FAL”), Bus. & Prof. Code §§ 17500, *et seq.*, for breach of express warranties,
15 negligent misrepresentation, fraud, unjust enrichment, money had and received,
16 conversion, and breach of contract.

17 PARTIES

18 6. Plaintiff Yesenia Jimenez is a citizen of California, residing in San
19 Diego, California. In November 2019, Ms. Jimenez purchased a ticket a four day
20 general admission pass to Lightning in a Bottle on a payment plan for \$362.21
21 (including fees and shipping). In March 2020 Defendant successfully charged
22 Plaintiff’s card the third of four installment payments – meaning she paid a total of
23 \$270 (\$90 per installment, with the final installment being \$92.21). On March 13,
24 2020, Defendant announced that it was cancelling its Festival for 2020. Defendant
25 has retained the full amount of her ticket fee even though Plaintiff cannot attend
26 Defendant’s Festival because it has been cancelled. Further, Defendant has not

27 ³ <https://www.youredm.com/2018/12/21/lib-25-percent-lower-ticket-cap/> (last
28 accessed April 13, 2020).

1 refunded Plaintiff any part of the ticket fee. Plaintiff purchased a ticket for
2 Defendant's Festival with the understanding that she would be able attend
3 Defendant's Festival from May 20th to May 25th, 2020. Plaintiff would not have
4 paid for the Festival ticket or would not have paid for it on the same terms, had she
5 known that she would not be able to attend Defendant's Festival would be cancelled
6 without a refund. Plaintiff continues to face imminent harm, as Defendant retains
7 Plaintiff's ticket fees despite cancelling its Festival.

8 7. Defendant Do Lab, Inc. is a California corporation, with its principal
9 place of business at 1024 Santee St., Ste 600, Los Angeles, CA 90015. Defendant is
10 an "events business and leader in American festival culture." Defendant "build[s]
11 and promote[s] music festivals," including its famous Lightning in a Bottle Festival.⁴
12 Defendant conducts substantial business throughout the United States, and
13 specifically in the state of California.

14 JURISDICTION AND VENUE

15 8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §
16 1332(d)(2)(A) because this case is a class action where the aggregate claims of all
17 members of the proposed class are in excess of \$5,000,000, exclusive of interest and
18 costs, and most members of the proposed nationwide class are citizens of states
19 different from the states of Defendant.

20 9. This Court has personal jurisdiction over Defendant because Defendant
21 is incorporated in California and conducts substantial business within California such
22 that Defendant has significant, continuous, and pervasive contacts with the State of
23 California.

24 10. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because
25 Defendant does substantial business in this District and a substantial part of the
26 events giving rise to Plaintiff Jimenezes' claims took place within this District.

27 _____
28 ⁴ <http://thedolab.com/a-little-bit-about-us/> (last accessed April 10, 2020).

CLASS ACTION ALLEGATIONS

1 11. Plaintiff brings this action as a class action under Federal Rule of Civil
2 Procedure 23 on behalf of a Class consisting of all persons in the United States who
3 purchased tickets for the 2020 Lightning in a Bottle festival (the “Class”).

4 12. Plaintiff also seek to represent a subclass defined as all members of the
5 Class who purchased tickets for Lightning in a Bottle in California (the “California
6 Subclass”).

7 13. Plaintiff reserves the right to amend or modify the Class definition with
8 greater specificity or further division into subclasses or limitation to particular issues
9 as discovery and the orders of this Court warrant.

10 14. Excluded from the Class are the Defendant, the officers and directors of
11 the Defendant at all relevant times, members of its immediate families and their legal
12 representatives, heirs, successors or assigns and any entity in which Defendant has or
13 had a controlling interest.

14 15. Plaintiff is a member of the Class and California Subclass she seeks to
15 represent.

16 16. Defendant has thousands of customers nationwide who purchased
17 Festival tickets that cannot be used. Accordingly, members of the Class are so
18 numerous that their individual joinder herein is impracticable. The precise number
19 of Class members and their identities are unknown to Plaintiff at this time but may
20 be determined through discovery. Class members may be notified of the pendency of
21 this action by mail and/or publication through the distribution records of Defendant.

22 17. Common questions of law and fact exist as to all Class members and
23 predominate over questions affecting only individual Class members. Common legal
24 and factual questions include, but are not limited to whether Defendant has breached
25 its contract with its customers and whether its actions are fraudulent and unlawful.

26 18. The claims of the named Plaintiff are typical of the claims of the Class
27 in that the named Plaintiff was exposed to Defendant’s false and misleading
28

1 advertising and was charged for Festival tickets despite Defendant cancelling its
2 Festival and suffered losses as a result.

3 19. Plaintiff is an adequate representative of the Class because Plaintiff's
4 interests do not conflict with the interests of the Class members Plaintiff seeks to
5 represent, Plaintiff has retained competent counsel experienced in prosecuting class
6 actions, and Plaintiff intends to prosecute this action vigorously. The interests of
7 Class members will be fairly and adequately protected by Plaintiff and her counsel.

8 20. The class mechanism is superior to other available means for the fair
9 and efficient adjudication of the claims of the Class members. Each individual Class
10 member may lack the resources to undergo the burden and expense of individual
11 prosecution of the complex and extensive litigation necessary to establish
12 Defendant's liability. Individualized litigation increases the delay and expense to all
13 parties and multiplies the burden on the judicial system presented by the complex
14 legal and factual issues of this case. Individualized litigation also presents a
15 potential for inconsistent or contradictory judgments. In contrast, the class action
16 device presents far fewer management difficulties and provides the benefits of single
17 adjudication, economy of scale, and comprehensive supervision by a single court on
18 the issue of Defendant's liability. Class treatment of the liability issues will ensure
19 that all claims and claimants are before this Court for consistent adjudication of the
20 liability issues.

21 **COUNT I**
22 **Violation of California's Consumers Legal Remedies Act,**
23 **California Civil Code §§ 1750, *et seq.***
24 **(Injunctive Relief Only)**

25 21. Plaintiff hereby incorporates by reference the allegations contained in
26 all preceding paragraphs of this complaint.

27 22. Plaintiff brings this claim individually and on behalf of members of the
28 proposed Class against Defendant. Plaintiff also brings this claim individually and
on behalf of members of the proposed California Subclass against Defendant.

1 23. Plaintiff and Class members are consumers who paid fees to attend
2 Defendant's Festival for personal, family or household purposes. Plaintiff and the
3 Class are "consumers" as that term is defined by the CLRA in Cal. Civ. Code §
4 1761(d).

5 24. Defendant's Festival tickets that Plaintiff and Class members purchased
6 from Defendant are a "service" within the meaning of Cal. Civ. Code § 1761(b).

7 25. Defendant's actions, representations, and conduct have violated, and
8 continue to violate the CLRA, because they extend to transactions that intended to
9 result, or which have resulted in, the sale of services to consumers.

10 26. Defendant's advertising that consumers would be able to attend its
11 Festival in exchange for a ticket fee is false and misleading to a reasonable
12 consumer, including Plaintiff, because Defendant cancelled its Festival while
13 continuing to retain the full price consumers' ticket fees.

14 27. California's Consumers Legal Remedies Act, Cal. Civ. Code §
15 1770(a)(5), prohibits "[r]epresenting that goods or services have sponsorship,
16 approval, characteristics, ingredients, uses, benefits, or quantities which they do not
17 have or that a person has a sponsorship, approval, status, affiliation, or connection
18 which he or she does not have." By engaging in the conduct set forth herein,
19 Defendant violated and continue to violate Section 1770(a)(5) of the CLRA, because
20 Defendant's conduct constitutes unfair methods of competition and unfair or
21 fraudulent acts or practices, in that Defendant misrepresent the particular
22 characteristics, benefits and quantities of the services.

23 28. Cal. Civ. Code § 1770(a)(7) prohibits representing that goods or
24 services are of a particular standard, quality, or grade, or that goods are of a
25 particular style or model, if they are of another. By engaging in the conduct set forth
26 herein, Defendant violated and continues to violate Section 1770(a)(7) of the CLRA,
27 because Defendant's conduct constitutes unfair methods of competition and unfair or
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1 fraudulent acts or practices, in that Defendant misrepresents the particular standard,
2 quality or grade of the services.

3 29. Cal. Civ. Code § 1770(a)(9) further prohibits “[a]dvertising goods or
4 services with intent not to sell them as advertised.” By engaging in the conduct set
5 forth herein, Defendant violated and continues to violate Section 1770(a)(9), because
6 Defendant’s conduct constitutes unfair methods of competition and unfair or
7 fraudulent acts or practices, in that Defendant advertises services with the intent not
8 to sell the services as advertised.

9 30. Plaintiff and the Class acted reasonably when they purchased
10 Defendant’s Festival tickets on the belief that Defendant’s representations were true
11 and lawful.

12 31. Plaintiff and the Class suffered injuries caused by Defendant because:
13 (a) they would not have purchased or paid for Defendant’s Festival tickets absent
14 Defendant’s representations and omission of a warning that it would retain members’
15 ticket fees if the Festival was cancelled; (b) they would not have purchased tickets on
16 the same terms absent Defendant’s representations and omissions; (c) they paid a
17 price premium for Defendant’s tickets based on Defendant’s misrepresentations and
18 omissions; and (d) Defendant’s tickets did not have the characteristics, benefits, or
19 quantities as promised.

20 32. Under California Civil Code § 1780(a), Plaintiff and members of the
21 Class seek injunctive and equitable relief for Defendant’s violations of the CLRA.
22 Plaintiff has mailed an appropriate demand letter consistent with California Civil
23 Code § 1782(a). If Defendant fails to take corrective action within 30 days of receipt
24 of the demand letter, Plaintiff will amend her complaint to include a request for
25 damages as permitted by Civil Code § 1782(d).

26 33. Wherefore, Plaintiff seeks injunctive and equitable relief for these
27 violations of the CLRA.
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COUNT II

**Violation of California’s Unfair Competition Law,
California Business & Professions Code §§ 17200, *et seq.***

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3 34. Plaintiff hereby incorporates by reference the allegations contained in
4 all preceding paragraphs of this complaint.

5 35. Plaintiff brings this claim individually and on behalf of the members of
6 the proposed Class against Defendant. Plaintiff also brings this claim individually
7 and on behalf of members of the proposed California Subclass against Defendant.

8 36. Defendant is subject to California’s Unfair Competition Law, Cal. Bus.
9 & Prof. Code §§ 17200, *et seq.* The UCL provides, in pertinent part: “Unfair
10 competition shall mean and include unlawful, unfair or fraudulent business practices
11 and unfair, deceptive, untrue or misleading advertising”

12 37. Defendant’s advertising that consumers would be able to attend its
13 Festival after paying the ticket fee is false and misleading to a reasonable consumer,
14 including Plaintiff, because Defendant in fact cancelled its Festival while continuing
15 to retain the full price of customers’ tickets.

16 38. Defendant’s business practices, described herein, violated the
17 “unlawful” prong of the UCL by violating the CLRA, the FAL, and other applicable
18 law as described herein.

19 39. Defendant’s business practices, described herein, violated the “unfair”
20 prong of the UCL in that its conduct is substantially injurious to consumers, offends
21 public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity
22 of the conduct outweighs any alleged benefits. Defendant’s advertising and its
23 retention of ticket fees despite cancellation of its event is of no benefit to consumers.

24 40. Defendant violated the fraudulent prong of the UCL by misleading
25 Plaintiff and the Class to believe that they would be able to attend Defendant’s
26 Festival.
27
28

1 46. Defendant engaged in a scheme of retaining customers ticket fees while
2 cancelling its Festival. Defendant's advertising and marketing of its Festival
3 misrepresented and/or omitted the true content and nature of Defendant's services.
4 Defendant's advertisements and inducements were made in California and come
5 within the definition of advertising as contained in Bus. & Prof. Code § 17500, *et*
6 *seq.* in that the promotional materials were intended as inducements to purchase
7 Festival tickets, and are statements disseminated by Defendant to Plaintiff and Class
8 members. Defendant knew that these statements were unauthorized, inaccurate, and
9 misleading.

10 47. Defendant's advertising that it would host its Festival from May 20th to
11 25th is false and misleading to a reasonable consumer, including Plaintiff, because
12 Defendant in fact cancelled its Festival while retaining the full price of customers'
13 ticket fees.

14 48. Defendant violated § 17500, *et seq.* by misleading Plaintiff and the
15 Class to believe that it would host its Festival from May 20th to 25th.

16 49. Defendant knew or should have known, through the exercise of
17 reasonable care that its advertising that it would host its Festival from May 20th to
18 May 25th is false and misleading. Further, Defendant knew or should have known
19 that it was breaching its contracts with its customers and fraudulently charging fees
20 when it retained all ticket fees cancelling its Festival.

21 50. Plaintiff and the Class lost money or property as a result of Defendant's
22 FAL violation because Plaintiff and the Class suffered injuries caused by Defendant
23 because: (a) they would not have purchased or paid for Defendant's Festival tickets
24 absent Defendant's representations and omission of a warning that it would retain
25 members' ticket fees if the Festival was cancelled; (b) they would not have
26 purchased tickets on the same terms absent Defendant's representations and
27 omissions; (c) they paid a price premium for Defendant's tickets based on
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1 Defendant's misrepresentations and omissions; and (d) Defendant's tickets did not
2 have the characteristics, benefits, or quantities as promised.

3 **COUNT IV**
4 **Breach of Express Warranty**

5 51. Plaintiff hereby incorporates by reference the allegations contained in
6 all preceding paragraphs of this complaint.

7 52. Plaintiff brings this claim individually and on behalf of the members of
8 the proposed Class against Defendant. Plaintiff also brings this claim individually
9 and on behalf of the members of the proposed California Subclass against Defendant.

10 53. In connection with the sale of tickets, Defendant issues an express
11 warranty that it would host its Festival from May 20th to May 25th.

12 54. Defendant's affirmation of fact and promise in Defendant's marketing
13 and signage became part of the basis of the bargain between Defendant and Plaintiff
14 and Class members, thereby creating express warranties that the services would
15 conform to Defendant's affirmation of fact, representations, promise, and
16 description.

17 55. Defendant breached its express warranty because Defendant will not
18 host its Festival. In fact, Defendant has retained the full amount of its ticket fees,
19 despite cancelling the Festival.

20 56. Plaintiff and the Class members were injured as a direct and proximate
21 result of Defendant's breach because: Plaintiff and the Class suffered injuries caused
22 by Defendant because (a) they would not have purchased or paid for Defendant's
23 Festival tickets absent Defendant's representations and omission of a warning that it
24 would retain members' ticket fees if the Festival was cancelled; (b) they would not
25 have purchased tickets on the same terms absent Defendant's representations and
26 omissions; (c) they paid a price premium for Defendant's tickets based on
27 Defendant's misrepresentations and omissions; and (d) Defendant's tickets did not
28 have the characteristics, benefits, or quantities as promised.

COUNT V
Negligent Misrepresentation

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2 57. Plaintiff hereby incorporates by reference the allegations contained in
3 all preceding paragraphs of this complaint.

4 58. Plaintiff bring this claim individually and on behalf of the members of
5 the proposed Class against Defendant. Plaintiff also brings this claim individually
6 and on behalf of the members of the proposed California Subclass against Defendant.

7 59. As discussed above, Defendant misrepresented that customers would be
8 able to attend its music Festival in exchange for the cost of tickets. However,
9 Defendant in fact retained the full price for its Festival tickets, despite cancelling the
10 event.

11 60. At the time Defendant made these representations, Defendant knew or
12 should have known that these representations were false or made them without
13 knowledge of their truth or veracity.

14 61. At an absolute minimum, Defendant negligently misrepresented and/or
15 negligently omitted material facts about its Festival tickets and services.

16 62. The negligent misrepresentations and omissions made by Defendant,
17 upon which Plaintiff and Class members reasonably and justifiably relied, were
18 intended to induce and actually induced Plaintiff and Class members to purchase
19 Defendant's Festival tickets.

20 63. Plaintiff and Class members would not have purchased Defendant's
21 Festival tickets or would not have purchased the services on the same terms, if the
22 true facts had been known.

23 64. The negligent actions of Defendant caused damage to Plaintiff and
24 Class members, who are entitled to damages and other legal and equitable relief as a
25 result.

COUNT VI
Fraud

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2 65. Plaintiff hereby incorporates by reference the allegations contained in
3 all preceding paragraphs of this complaint.

4 66. Plaintiff brings this claim individually and on behalf of the members of
5 the proposed Class against Defendant. Plaintiff also brings this claim individually
6 and on behalf of the members of the proposed California Subclass against Defendant.

7 67. As discussed above, Defendant misrepresented that customers would be
8 able to attend its Festival. However, Defendant in fact retains the full ticket price for
9 Defendant's Festival despite its cancellation. These misrepresentations and
10 omissions were made with knowledge of their falsehood.

11 68. The misrepresentations and omissions made by Defendant, upon which
12 Plaintiff and Class members reasonably and justifiably relied, were intended and
13 actually induced Plaintiff and Class members to Defendant's Festival.

14 69. The fraudulent actions of Defendant caused damage to Plaintiff and
15 Class members, who are entitled to damages and other legal and equitable relief as a
16 result.

COUNT VII
Unjust Enrichment

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19 70. Plaintiff hereby incorporates by reference the allegations contained in
20 all preceding paragraphs of this complaint.

21 71. Plaintiff brings this claim individually and on behalf of the members of
22 the proposed Class against Defendant. Plaintiff also brings this claim individually
23 and on behalf of the members of the proposed California Subclass against Defendant.

24 72. Plaintiff and members of the Class conferred benefits on Defendant by
25 paying, and being charged, ticket fees for an event that has been cancelled.

26 73. Defendant has knowledge of such benefits.

27 74. Defendant has been unjustly enriched in retaining the revenues derived
28 from Plaintiff and Class members' ticket fees. Retention of those moneys under

1 these circumstances is unjust and inequitable because Defendant is retaining its
2 customers full ticket fees despite cancelling its Festival. These misrepresentations
3 and charges caused injuries to Plaintiff and members of the Class because they
4 would not have paid Defendant's ticket fees had the true facts been known.

5 75. Because Defendant's retention of the non-gratuitous benefits conferred
6 on it by Plaintiff and members of the Class is unjust and inequitable, Defendant must
7 pay restitution to Plaintiff and members of the Class for their unjust enrichment, as
8 ordered by the Court.

9 **COUNT VIII**
10 **Money Had and Received**

11 76. Plaintiff hereby incorporates by reference the allegations contained in
12 all preceding paragraphs of this complaint.

13 77. Plaintiff brings this claim individually and on behalf of the members of
14 the proposed Class against Defendant. Plaintiff also brings this claim individually
15 and on behalf of the members of the proposed California Subclass against Defendant.

16 78. Defendant received money in the form of ticket fees that were intended
17 to be used for the benefit of Plaintiff and the Class, those ticket fees were not used
18 for the benefit of Plaintiff and the Class, and Defendant has not given back or
19 refunded the wrongfully obtained money and ticket fees to Plaintiff and the Class.

20 79. Defendant obtained money in the form of ticket fees that were intended
21 to be used to provide a music Festival for Plaintiff and the Class. However,
22 Defendant has retained all of the ticket fees despite cancelling its Festival.

23 **COUNT IX**
24 **Conversion**

25 80. Plaintiff hereby incorporates by reference the allegations contained in
26 all preceding paragraphs of this complaint.

27 81. Plaintiff brings this claim individually and on behalf of the members of
28 the proposed Class against Defendant. Plaintiff also brings this claim individually
and on behalf of the members of the proposed California Subclass against Defendant.

California Subclass and Plaintiff’s attorneys as Class Counsel to represent the California Subclass members;

- c) For an order declaring that Defendant’s conduct violates the statutes and laws referenced herein;
- d) For an order finding in favor of Plaintiff, the Class, and the California Subclass, on all counts asserted herein;
- e) For compensatory and punitive damages in amounts to be determined by the Court and/or jury;
- f) For prejudgment interest on all amounts awarded;
- g) For an order of restitution and all other forms of equitable monetary relief;
- h) For injunctive relief as pleaded or as the Court may deem proper; and
- i) For an order awarding Plaintiff and the Class their reasonable attorneys’ fees and expenses and costs of suit.

JURY DEMAND

Plaintiff demands a trial by jury on all causes of action and issues so triable.

Dated: April 14, 2020

BURSOR & FISHER, P.A.

By: /s/ Brittany S. Scott
Brittany S. Scott

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1 **CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)**

2 I, Brittany S. Scott, declare as follows:

3 1. I am an attorney at law licensed to practice in the State of California and
4 I am member of the bar of this Court. I am an associate at Bursor & Fisher, P.A.,
5 counsel of record for Plaintiff in this action. I have personal knowledge of the facts
6 set forth in this declaration and, if called as a witness, I could and would competently
7 testify thereto under oath.

8 2. The Complaint filed in this action is filed in the proper place for trial
9 under Civil Code Section 1780(d) in that a substantial portion of the events alleged
10 in the Complaint occurred in this District.

11 3. I declare under the penalty of perjury under the laws of the State of
12 California and the United States that the foregoing is true and correct and that this
13 declaration was executed at Oakland, California this 14th day of April, 2020.

14
15 /s/ Brittany S. Scott
16 Brittany S. Scott
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