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7 **STATE OF WASHINGTON**  
8 **KING COUNTY SUPERIOR COURT**

9 STATE OF WASHINGTON,  
10  
11 Plaintiff,  
12  
13 v.  
14 SBTICKETS.COM LLC,  
15  
16 Defendant.

NO.  
COMPLAINT FOR INJUNCTIVE  
AND OTHER RELIEF

17 **COMES NOW**, Plaintiff, State of Washington (hereinafter “the State”), by and  
18 through its attorneys Robert W. Ferguson, Attorney General, and Jeffrey G. Rupert, Assistant  
19 Attorney General, and brings this action against Defendant SBTickets.com LLC. The State  
20 alleges the following on information and belief:

21 **I. INTRODUCTION**

22 **1.1** The Seattle Seahawks football team advanced to the National Football League  
23 2015 Super Bowl after a thrilling win over the Green Bay Packers. While the Super Bowl had  
24 a heartbreaking ending for Seahawks’ fans, the heartbreak started before the game for some  
25 Washington residents.

26 **1.2** After the win over the Packers in the NFC Championship, numerous  
Washington residents began a search for Super Bowl tickets as well as travel and hotel  
accommodations. Some Washington residents had begun their search for tickets even earlier.  
For many, it would be the trip of a lifetime. One trip was being planned by a Washington

1 resident specifically for her 88-year-old mother, who is an avid Seahawks fan, to see her team  
2 play in the Super Bowl. Another Washington resident planned to take his little brother in the  
3 hope of creating a lifelong memory. As he aptly put it, the memory that was created was a  
4 nightmare.

5 **1.3** Numerous Washington residents reviewed an interactive website, Facebook  
6 page, Google+ page and/or Twitter account from Defendant SBTickets.com LLC  
7 (“SBTickets”). Defendant SBTickets is in the business of selling sporting tickets, including  
8 those to the Super Bowl, and markets itself as “The leading Big Game Ticket Hospitality  
9 Company.” Defendant SBTickets further stated on its website that “As Always Our Orders are  
10 100% Guaranteed, No tricks or gimmicks, For the unforeseen circumstances, you will get your  
11 tickets one way or another, Guaranteed!” This was a ruse.

12 **1.4** Based on numerous unfair and deceptive acts by Defendant SBTickets via the  
13 internet, email, telephone, and text messages directed to Washington residents, numerous  
14 Washington residents purchased at least 60 Super Bowl tickets from SBTickets at prices  
15 ranging from approximately \$1,875 to \$3,500 per ticket. The total amount paid by Washington  
16 residents to Defendant SBTickets was at least \$149,000, and likely much more. The  
17 Washington residents also arranged and paid for travel and accommodations to Phoenix,  
18 Arizona and the surrounding area at a significant cost. These consumers then traveled to  
19 Phoenix for the Super Bowl festivities.

20 **1.5** While not disclosing it to Washington consumers, Defendant SBTickets was a  
21 short seller of Super Bowl tickets. A short seller is one who sells an item that the short seller  
22 does not own at the time of sale; before delivery of the item is required to the buyer, the short  
23 seller purchases the item from a third party. Defendant SBTickets sold Super Bowl tickets to  
24 Washington residents that it did not possess at the time of sale. Defendant SBTickets  
25 apparently then hoped to purchase the Super Bowl tickets it had already sold by purchasing the  
26 tickets from third parties at a later date for a lower price, and then providing these tickets to its

1 Washington customers while profiting on the price difference. However, Defendant SBTickets  
2 apparently could not purchase tickets at a lower price than for which SBTickets had already  
3 “sold” them. Instead of going down as game time neared, the price for Super Bowl tickets  
4 skyrocketed and reached a price of over \$10,000 per ticket. For distributing the few tickets  
5 that it did obtain, it appears that Defendant SBTickets prioritized those customers that had paid  
6 Defendant SBTickets the highest price for the tickets.

7 **1.6** Rather than honoring its contracts and its 100% guarantee, Defendant  
8 SBTickets failed to acquire sufficient tickets for its purchasers. Defendant SBTickets  
9 notified numerous Washington consumers hours before the Super Bowl that they would not  
10 be receiving a ticket.

11 **1.7** For those Washington customers who did not receive their guaranteed tickets,  
12 Defendant SBTickets stated that, by February 2, 2015, it would refund the price paid by the  
13 consumers. This did not occur. Defendant SBTickets eventually did refund some Washington  
14 residents the amount the consumer had paid to Defendant SBTickets approximately two weeks  
15 after the Super Bowl. Other Washington residents disputed the charge from Defendant  
16 SBTickets with their credit card companies, and their claims are still pending. Defendant  
17 SBTickets did not pay Washington consumers the fair market value of the Super Bowl tickets  
18 that they purported to sell them. Further, Defendant SBTickets did not pay for any of the  
19 travel and lodging costs incurred by Washington residents due to Defendant SBTickets’ unfair  
20 and deceptive acts.

21 **1.8** Defendant SBTickets engaged in an unfair and deceptive scheme of acts and  
22 practices in trade or commerce that are contrary to the public interest and are not in  
23 reasonable relation to the development or preservation of business in violation of  
24 RCW 19.86.020. Defendant SBTickets engaged in numerous unfair and deceptive acts in  
25 the course of its dealing with Washington consumers, some of which are continuing.  
26 Notably, it is an unfair and deceptive practice to misrepresent that persons are guaranteed

1 to get a ticket when that was not true. It is an unfair and deceptive act or practice to sell a  
2 futures contract without clearly and conspicuously disclosing that the tickets or other items  
3 purchased may not be available. Further, it is an unfair and deceptive act or practice by a  
4 seller to only offer to fulfill the futures contract if it benefits the seller. Defendant  
5 SBTickets engaged in numerous other unfair and deceptive acts as detailed throughout this  
6 Complaint.

## 7 **II. JURISDICTION AND VENUE**

8 **2.1** This Complaint is filed and these proceedings are instituted under the provisions  
9 of the Consumer Protection Act ("CPA"), RCW 19.86.

10 **2.2** Jurisdiction of the Attorney General to commence this action is conferred by  
11 RCW 19.86.080 and RCW 19.86.160. This Court has personal jurisdiction over Defendant  
12 pursuant to RCW 19.86.160 and RCW 4.28.185, insofar as SBTickets' transactions with  
13 numerous Washington consumers demonstrate that it purposely availed itself of the privilege  
14 of conducting activities in this forum; the claims asserted in the Complaint herein arise from  
15 those activities; and the Court's exercise of jurisdiction over Defendant is reasonable.

16 **2.3** Venue is proper in King County pursuant to RCW 4.12.020 and 4.12.025. The  
17 violations alleged herein have been committed in part in King County, Washington by  
18 Defendant SBTickets or its agents. Further, some of the agreements at issue were entered into  
19 in King County.

## 20 **III. DEFENDANT**

21 **3.1** Defendant SBTickets was at all times relevant to this action a for-profit limited  
22 liability company located in New York State. Defendant SBTickets has a virtual office located  
23 in Melville, New York.

## 24 **IV. NATURE OF TRADE OR COMMERCE**

25 **4.1** Defendant SBTickets was at all times relevant to this lawsuit engaged in trade  
26 or commerce within the meaning of RCW 19.86.020 through the sale of ticket futures, game

1 and event tickets, hotel and house rentals, private jet charters, limo transportation, suite rentals,  
2 security services, shopping excursions, spa treatments, event management, "V.I.P. services,"  
3 and related services through an online website as well as Facebook, Google+, and Twitter sites  
4 and accounts. The website at issue is interactive and provides a means to purchase tickets and  
5 other services and also permits and encourages the submission of questions to Defendant  
6 SBTickets from potential or actual customers.

## 7 V. FACTS

8 5.1 According to its Facebook page, SBTickets was founded in 2007. However, the  
9 New York Secretary of State lists the filing date of its limited liability documents as February  
10 12, 2013. Beginning in at least 2013, Defendant began marketing and selling the sale of ticket  
11 futures, game and event tickets, hotel and house rentals, private jet charters, limo  
12 transportation, suite rentals, security services, shopping excursions, spa treatments, event  
13 management, "V.I.P. services," and related services through an active online website,  
14 Facebook, Google+, and Twitter account. Upon information and belief, Defendant SBTickets  
15 paid for and used Google AdWords associated with the Super Bowl and the Seattle Seahawks  
16 to draw visitors to its website.

17 5.2 For the 2015 Super Bowl, Defendant SBTickets guaranteed that purchasers  
18 would receive Super Bowl tickets "one way or another, Guaranteed!" as indicated by the  
19 following information on Defendant SBTickets' website:

20 **Trust SBTickets.com when placing your next order.**

21 ***-We offer the highest levels of customer service and support.***

22 ***-We offer an extensive inventory of premium to lower end tickets to satisfy all clientele.***

23 ***-This is our specialty and unlike other ticket agencies, we focus on only the biggest  
24 game of the year which allows us to offer unparalleled service and reliability.***

25 ***-As Always Our Orders are 100% Guaranteed, No tricks or gimmicks, For the  
26 unforeseen circumstances, you will get your tickets one way or another, Guaranteed!***



1           **5.6**     As part of the purchase process and aftermath, the Washington consumers  
2 provided Defendant SBTickets their address and payment information via the website and also  
3 via email. Each Washington consumer was charged on their credit card shortly after their  
4 purchase from Defendant SBTickets. For purchases via its website, Defendant SBTickets does  
5 not require purchasers to agree via a click-through presentation whereby the purchaser clicks  
6 knowing that the purchaser is agreeing to the applicable terms by doing so. Therefore, any  
7 Terms and Conditions listed on Defendant SBTickets' website were not part of any contract  
8 formed between Defendant SBTickets and the Washington consumers unless the Washington  
9 consumer affirmatively agreed by other means. It is unfair and deceptive practice to represent on  
10 a website that certain Terms and Conditions designed to suppress claims, limit liability, and  
11 require arbitration in New York are part of an agreement when, in fact, they are not.

12           **5.7**     Defendant SBTickets' misrepresentations and omissions continued after the  
13 supposed purchase of the Super Bowl tickets that Defendant SBTickets did not have.  
14 Defendant SBTickets directed a number of emails to the Washington consumers. Further, a  
15 number of the consumers also spoke with Defendant SBTickets via the telephone. Other  
16 Washington consumers sent text messages. When specifically asked if SBTickets physically  
17 had the Super Bowl tickets in hand, Defendant SBTickets told Washington residents that the  
18 Super Bowl tickets were in the possession of Defendant SBTickets. This was a lie.

19           **5.8**     After Washington consumers purchased tickets from Defendant SBTickets, they  
20 were told by Defendant SBTickets that the tickets would be available for pickup at a room that  
21 Defendant SBTickets had reserved at the Renaissance Glendale. This was a lie. Defendant  
22 SBTickets never had a room reserved at the Renaissance Glendale. In fact, the Renaissance  
23 Glendale had an exclusive agreement with Stub Hub, a competitor of Defendant SBTickets, for  
24 this time period.

25           **5.9**     Late on the evening of Thursday, January 29, 2015, Defendant SBTickets sent  
26 an email to the Washington consumers claiming that the pickup location at the Renaissance

1 Glendale would have to be changed to “appease the NFL who required the use of our  
2 previously disclosed pick-up location.” Email attached as **Exhibit A**. This was a lie as well.  
3 As Defendant SBTickets never had reserved a room at the Renaissance Glendale in the first  
4 place, the NFL could not have required the use of a room that Defendant SBTickets did not  
5 have. Further, SBTickets had no connection to the NFL.

6 **5.10** After the sudden loss of the designated pickup location, Washington consumers,  
7 some of whom by now were in the Phoenix area, began to be concerned, and telephone calls,  
8 emails, and text message from them to Defendant SBTickets as well as social media posts  
9 began in earnest regarding when and where they could pick up their guaranteed Super Bowl  
10 tickets. In response, the Washington residents were told they were still guaranteed to receive  
11 tickets.

12 **5.11** On the morning of Saturday, January 31, 2015 – the day before the Super Bowl  
13 – Defendant SBTickets sent an email to its customers stating that “Despite our best efforts, we  
14 do not have a new pick-up location at this time and, while we are working to fulfill all ticket  
15 orders, it has become evident that not all orders will be fulfilled. Please bear with us as we  
16 have not received our full allotment of tickets from our suppliers, but expect a limited amount  
17 to be provided through Sunday.” Email attached as **Exhibit B**. The same email also stated  
18 that “In the unfortunate event that your order is not fulfilled, SBTickets will issue a full refund.  
19 Refunds will be submitted directly through your credit card provider and shall appear on your  
20 statement on or before February 2, 2015. There is no action required of you to process your  
21 refund.”

22 **5.12** The January 31, 2015, email caused the Washington consumers to repeatedly  
23 call, email, and use social media to attempt to contact Defendant SBTickets. The consumers  
24 wanted the Super Bowl tickets they had been promised. For distributing the few tickets that it  
25 had, it appears that Defendant SBTickets prioritized those customers that had paid Defendant  
26 SBTickets the highest price for the tickets.





