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**STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,  
  
Plaintiff,  
  
v.  
  
SBTICKETS.COM LLC AND PAUL  
JONES,  
  
Defendants.

NO. 15-2-05918-1 SEA  
  
AMENDED COMPLAINT FOR  
INJUNCTIVE AND OTHER RELIEF

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

**I. INTRODUCTION**

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

**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

1 be the trip of a lifetime. One trip was being planned by a Washington resident specifically for  
2 her 88-year-old mother, who is an avid Seahawks fan, to see her team play in the Super Bowl.  
3 Another Washington resident planned to take his little brother in the hope of creating a lifelong  
4 memory. As he aptly put it, the memory that was created was a 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 Paul Jones is the owner of SBTickets and formulated, directed,  
8 executed, controlled, had the authority to control or participate in, and had knowledge of the  
9 acts and practices set forth in this Complaint. Defendant SBTickets.com LLC and Defendant  
10 Paul Jones shall collectively be referred to as “Defendants.”

11       **1.4** Defendants are in the business of selling sporting tickets, including those to the  
12 Super Bowl, and SBTickets markets itself as “The leading Big Game Ticket Hospitality  
13 Company.” Defendant SBTickets further stated on its website that “As Always Our Orders are  
14 100% Guaranteed, No tricks or gimmicks, For the unforeseen circumstances, you will get your  
15 tickets one way or another, Guaranteed!” This was a ruse.

16       **1.5** Based on numerous unfair and deceptive acts by Defendants via the Internet, email,  
17 telephone, and text messages directed to Washington residents, numerous Washington residents  
18 purchased at least 92 Super Bowl tickets from SBTickets at prices ranging from approximately  
19 \$1,875 to \$3,600 per ticket. The total amount paid by Washington residents to Defendant  
20 SBTickets was at least \$236,000, and likely much more. The Washington residents also arranged  
21 and paid for travel and accommodations to Phoenix, Arizona and the surrounding area at a  
22 significant cost. These consumers then traveled to Phoenix for the Super Bowl festivities.

23       **1.6** While not disclosing it to Washington consumers, Defendant SBTickets was a short  
24 seller of Super Bowl tickets. A short seller is one who sells an item that the short seller does not own  
25 at the time of sale; before delivery of the item is required to the buyer, the short seller purchases the  
26 item from a third party. Defendant SBTickets sold Super Bowl tickets to Washington residents that it

1 did not possess at the time of sale. Defendants apparently then hoped to purchase the Super Bowl  
2 tickets they had already sold by purchasing the tickets from third parties at a later date for a lower  
3 price, and then providing these tickets to its Washington customers while profiting on the price  
4 difference. However, Defendants apparently could not purchase tickets at a lower price than for  
5 which SBTickets had already “sold” them. Instead of going down as game time neared, the price for  
6 Super Bowl tickets skyrocketed and reached a price of over \$10,000 per ticket. For distributing the  
7 few tickets that it did obtain, it appears that Defendants prioritized those customers that had paid  
8 Defendant SBTickets the highest price for the tickets.

9       **1.7** Rather than honoring its contracts and its 100% guarantee, Defendants failed  
10 to acquire sufficient tickets for its purchasers. Defendants notified numerous Washington  
11 consumers hours before the Super Bowl that they would not be receiving a ticket.

12       **1.8** For those Washington customers who did not receive their guaranteed tickets,  
13 Defendant SBTickets stated that, by February 2, 2015, it would refund the price paid by the  
14 consumers. This did not occur. Defendant SBTickets eventually did refund some Washington  
15 residents the amount the consumer had paid to Defendant SBTickets approximately two weeks  
16 after the Super Bowl. Other Washington residents disputed the charge from Defendant  
17 SBTickets with their credit card companies, and their claims are still pending. Defendants did  
18 not pay Washington consumers the fair market value of the Super Bowl tickets that they  
19 purported to sell them. Further, Defendants did not pay for any of the travel and lodging costs  
20 incurred by Washington residents due to Defendants’ unfair and deceptive acts.

21       **1.9** Defendants engaged in an unfair and deceptive scheme of acts and practices  
22 in trade or commerce that are contrary to the public interest and are not in reasonable  
23 relation to the development or preservation of business in violation of RCW 19.86.020.  
24 Defendants engaged in numerous unfair and deceptive acts in the course of its dealing with  
25 Washington consumers, some of which are continuing. Notably, it is an unfair and  
26 deceptive practice to misrepresent that persons are guaranteed to get a ticket when that was

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

## 6 **II. JURISDICTION AND VENUE**

7 **2.1** This Complaint is filed and these proceedings are instituted under the provisions  
8 of the Consumer Protection Act (“CPA”), RCW 19.86.

9 **2.2** Jurisdiction of the Attorney General to commence this action is conferred by  
10 RCW 19.86.080 and RCW 19.86.160. This Court has personal jurisdiction over  
11 Defendants pursuant to RCW 19.86.160 and RCW 4.28.185, insofar as Defendants’  
12 transactions with numerous Washington consumers demonstrate that it purposely availed  
13 itself of the privilege of conducting activities in this forum; the claims asserted in the  
14 Complaint herein arise from those activities; and the Court’s exercise of jurisdiction over  
15 Defendants 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 Defendants or their agents. Further, some of the agreements at issue were entered into in King  
19 County.

## 20 **III. DEFENDANTS**

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 **3.2** Defendant Paul Jones refers to himself as the “owner” of SBTickets in many  
25 communications with consumers. Upon information and belief, Defendant Paul Jones is a  
26 member of SBTickets. Defendant Jones formulated, directed, executed, controlled, had the

1 authority to control or participate in, and had knowledge of the acts and practices set forth in  
2 this Complaint. Defendant Jones participated in and approved of the wrongful conduct and  
3 had many of the phone calls and emails with Washington residents described herein.  
4 Defendant Jones resides in Commack, New York.

#### 5 IV. NATURE OF TRADE OR COMMERCE

6 4.1 Defendants were at all times relevant to this lawsuit engaged in trade or  
7 commerce within the meaning of RCW 19.86.020 through the sale of ticket futures, game and  
8 event tickets, hotel and house rentals, private jet charters, limo transportation, suite rentals,  
9 security services, shopping excursions, spa treatments, event management, "V.I.P. services,"  
10 and related services through an online website as well as Facebook, Google+, and Twitter sites  
11 and accounts. Defendant SBTickets' website is interactive and provides a means to purchase  
12 tickets and other services and also permits and encourages the submission of questions to  
13 Defendant SBTickets from potential or actual customers.

#### 14 V. FACTS

15 5.1 According to its Facebook page, SBTickets was founded in 2007. However, the  
16 New York Secretary of State lists the filing date of its limited liability documents as February  
17 12, 2013. Beginning in at least 2013, Defendants began marketing and selling the sale of ticket  
18 futures, game and event tickets, hotel and house rentals, private jet charters, limo  
19 transportation, suite rentals, security services, shopping excursions, spa treatments, event  
20 management, "V.I.P. services," and related services through an active online website,  
21 Facebook, Google+, and Twitter account. Upon information and belief, Defendant SBTickets  
22 paid for and used Google AdWords associated with the Super Bowl and the Seattle Seahawks  
23 to draw visitors to its website.

24 5.2 For the 2015 Super Bowl, Defendant SBTickets guaranteed that purchasers  
25 would receive Super Bowl tickets "one way or another, Guaranteed!" as indicated by the  
26 following information on Defendant SBTickets' website:

1 Trust SBTickets.com when placing your next order.

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

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

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

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

8 5.3 SBTickets' website also included a 100% Buyer Protection pledge:

9

10 **100% Buyer Protection**

11 **Our inventory for University of Phoenix Stadium is**

12 **extensive. Feel free to browse our tickets and purchase**

13 **directly from this page using our secure online ordering**

14 **process. Your order is fully protected with our 100% Buyer**

15 **Guarantee.**

16 **100% BUYER GUARANTEE**

17 **GIVING YOU PEACE OF MIND, SAFETY & SECURITY**

18 **SAFE & SECURE PAYMENT EXCELLENT CUSTOMER SERVICE**

19 **FULLY AUTHENTIC TICKETS REFUND FOR EVENT CANCELLATION**

20 **We can provide you full hospitality services for all your**

21 **event requests.**

22 **Please Email us Ticket Questions**

23

24 5.4 Defendant SBTickets' website contained and continues to contain numerous

25 misrepresentations and omissions. Defendant SBTickets misrepresented that it was selling

26 guaranteed Super Bowl tickets and that purchasers would get a ticket "one way or another."

1 Further, nowhere on the website did Defendant SBTickets disclose that it was selling tickets that  
2 it did not possess. Defendants did not disclose that that they were truly selling a futures contract.

3 **5.5** Based on complaints received by the Attorney General's Office, Washington  
4 consumers paid SBTickets at least \$236,000 for Super Bowl tickets. Upon information and  
5 belief, additional Washington consumers purchased Super Bowl tickets and other items from  
6 Defendant SBTickets.

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

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

25 **5.8** After Washington consumers purchased tickets from Defendant SBTickets, they  
26 were told by Defendants that the tickets would be available for pickup at a room that

1 Defendant SBTickets had reserved at the Renaissance Glendale. This was a lie. Defendant  
2 SBTickets never had a room reserved at the Renaissance Glendale. In fact, the Renaissance  
3 Glendale had an exclusive agreement with Stub Hub, a competitor of Defendant SBTickets, for  
4 this time period.

5 **5.9** Late on the evening of Thursday, January 29, 2015, Defendants sent an email to  
6 the Washington consumers claiming that the pickup location at the Renaissance Glendale  
7 would have to be changed to “appease the NFL who required the use of our previously  
8 disclosed pick-up location.” Email attached as **Exhibit A**. This was a lie as well. As  
9 Defendant SBTickets never had reserved a room at the Renaissance Glendale in the first place,  
10 the NFL could not have required the use of a room that Defendant SBTickets did not have.  
11 Further, SBTickets had no connection to the NFL.

12 **5.10** After the sudden loss of the designated pickup location, Washington consumers,  
13 some of whom by now were in the Phoenix area, began to be concerned, and telephone calls,  
14 emails, and text message from them to Defendants as well as social media posts began in  
15 earnest regarding when and where they could pick up their guaranteed Super Bowl tickets. In  
16 response, the Washington residents were told they were still guaranteed to receive tickets.

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



1           **5.12** The January 31, 2015, email caused the Washington consumers to repeatedly  
2 call, email, and use social media to attempt to contact Defendants. The consumers wanted the  
3 Super Bowl tickets they had been promised. For distributing the few tickets that it had, it  
4 appears that Defendants prioritized those customers that had paid Defendant SBTickets the  
5 highest price for the tickets.

6           **5.13** Despite Defendants' representation in their January 31, 2015, email that some  
7 orders would be fulfilled on Sunday, it does not appear that this occurred. At approximately noon  
8 on the day of the Super Bowl, Sunday, February 1, 2015, Defendant SBTickets sent an email to its  
9 customers stating, "We have made every effort to fulfill your orders, unfortunately, we are sorry to  
10 have to inform you there are no more tickets. We will begin issuing refunds in full immediately,  
11 and the full refund will post to your account this week." Email attached as **Exhibit C**. The Super  
12 Bowl was set to occur several hours after this email was sent, and ticket prices for the Super Bowl  
13 were in excess of \$10,000 per ticket at this time.

14           **5.14** Despite its representation that it would begin issuing refunds immediately,  
15 Defendant SBTickets did not in fact do so. Eventually, approximately two weeks after the  
16 Super Bowl, Defendant SBTickets did pay some Washington residents the amount that they  
17 had paid Defendant SBTickets. Other Washington residents disputed the charge from  
18 Defendant SBTickets with their credit card companies. Defendants did not pay Washington  
19 consumers the fair market value of the Super Bowl tickets that they purported to sell them.  
20 Further, Defendants did not pay for any of the travel and lodging costs incurred by Washington  
21 residents due to Defendants' unfair and deceptive acts.

22           **5.15** Defendant SBTickets continues to advertise via their website, Facebook,  
23 Google+, and Twitter for upcoming events using many of the same misrepresentations and  
24 omissions.  
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1           **VI. FIRST CAUSE OF ACTION – VIOLATIONS OF THE CONSUMER**  
2   **PROTECTION ACT**

3           **6.1** Plaintiff realleges and incorporates by reference the allegations set forth in each  
4 of the preceding paragraphs of this Complaint.

5           **6.2** As detailed throughout this Complaint, Defendants engaged in, and continue to  
6 engage in, a pattern of practices and acts related to the sale of Super Bowl tickets and other  
7 tickets and related services, the net impression of which was deceptive. Further, Defendants  
8 actions were procedurally and substantively unfair. Defendants failed to provide consumers with  
9 the items they had ordered, despite receiving payment in full at the time of the consumers’  
10 orders. It is an unfair and deceptive practice to misrepresent that persons are guaranteed to get a  
11 ticket when that is not true. It is an unfair and deceptive act or practice to sell a futures contract  
12 without clearly and conspicuously disclosing that the tickets or other items purchased may not be  
13 available. Further, it is an unfair and deceptive act or practice by a seller to only offer to fulfill  
14 the futures contract if it benefits the seller.

15           **6.3** Given the totality of circumstance described throughout this complaint,  
16 Defendants’ acts and practices affect the public interest, have the capacity to deceive a  
17 substantial number of consumers, and are an unfair or deceptive act or practice in trade or  
18 commerce and unfair method of competition in violation of RCW 19.86.020. Defendants  
19 violated the CPA.

20   **VIII. PRAYER FOR RELIEF**

21           **WHEREFORE**, Plaintiff, State of Washington, prays for relief as follows:

22           **7.1** A Declaration that Defendants SBTickets and Paul Jones have engaged in the  
23 conduct complained of herein.

24           **7.2** A Declaration that Defendants SBTickets and Paul Jones’ acts described above are  
25 unfair or deceptive acts or practices in trade or commerce, affecting the public interest, and in  
26 violation of the Consumer Protection Act, RCW 19.86.

1 7.3 That the Court issue a permanent injunction enjoining and restraining Defendants  
2 SBTickets, Paul Jones, and their representatives, successors, assigns, officers, agents, servants,  
3 employees, and all other persons acting or claiming to act for, on behalf of, or in active concert or  
4 participation with Defendants from continuing or engaging in the unlawful conduct complained of  
5 herein.

6 7.4 That the Court assess civil penalties, pursuant to RCW 19.86.140, of up to two  
7 thousand dollars (\$2,000) per violation against Defendants SBTickets and Paul Jones for each and  
8 every violation of RCW 19.86.020 caused by the conduct complained of herein.

9 7.5 That the Court make such orders pursuant to RCW 19.86.080 as it deems  
10 appropriate to provide for equitable relief to Washington consumers as a result of the conduct  
11 complained of, including but not limited to restitution.

12 7.6 That the Court make such orders pursuant to RCW 19.86.080 to provide that  
13 Plaintiff, State of Washington, recover from Defendants the costs of this action, including  
14 reasonable attorney’s fees.

15 7.7 That the Court order such other relief as it may deem just and proper to fully and  
16 effectively dissipate the effects of the conduct complained of herein, or which may otherwise  
17 seem proper to the Court.

18  
19 DATED this 26 day of March, 2015.

20 ROBERT W. FERGUSON  
21 Attorney General

22  
23  
24 JEFFREY G. RUPERT, WSBA #45037  
25 Assistant Attorney General  
26 Attorneys for Plaintiff  
State of Washington