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FILED
LOS ANGELES SUPERIOR COURT

SEP 29 2009

JOHN CLARKE, CLERK
BY MARY GARCIA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

BC 422728

11 ELITE ENTERTAINMENT, INC., a New
12 Jersey Corporation; EVENT ANALYSIS
13 GROUP, LTD., a New Jersey Corporation;
14 and CHUCK LOMBARDO, an individual,

Plaintiffs,

vs.

16 TICKETMASTER ENTERTAINMENT,
17 INC., a Delaware Corporation; TNOW
18 ENTERTAINMENT GROUP, INC.,
19 FRONTLINE MANAGEMENT GROUP,
20 INC. and DOES 1 through 10 inclusive,

Defendants.

CASE NO.

COMPLAINT FOR:

- (1) RESCISSION DUE TO FRAUD AND ECONOMIC DURESS;
- (2) PROMISSORY FRAUD;
- (3) MISAPPROPRIATION OF TRADE SECRETS;
- (4) BREACH OF ORAL CONTRACT;
- (5) DEFAMATION;
- (6) TRADE LIBEL;
- (7) BREACH OF WRITTEN CONTRACT;
- (8) FRAUD; AND
- (9) PROMISSORY ESTOPPEL

Trial Date: None Set

CIT/CASE: BC422728 LEA/DEF#:
RECEIPT #: CCH478057020
DATE PAID: 09/29/09 11:22:22 AM
PAYMENT: \$355.00 0310
RECEIVED:
CHECK: 355.00
CASH:
CHANGE:
CARD:

THE PARTIES

1
2 1. Plaintiff Elite Entertainment, Inc. ("Elite") is a New Jersey corporation with its
3 principal place of business in Closter, New Jersey.

4 2. Plaintiff Event Analysis Group, Ltd. ("Evana") is a New Jersey corporation with its
5 principal place of business in Closter, New Jersey.

6 3. Plaintiff Chuck Lombardo ("Lombardo") is an individual and citizen of the State of
7 New Jersey. Elite, Evana and Lombardo are collectively referred to herein as "Plaintiffs."

8 4. Plaintiffs are informed and believe, and based thereon allege that Defendant
9 Ticketmaster Entertainment, Inc. ("Ticketmaster") is a Delaware corporation with its principal
10 place of business in Los Angeles, California.

11 5. Plaintiffs are informed and believe, and based thereon allege that Defendant
12 TNOW Entertainment Group, Inc. ("TicketsNow") is an Illinois corporation with its principal
13 place of business in Illinois, and is a subsidiary, unit and/or affiliate of Ticketmaster.

14 6. Plaintiffs are informed and believe, and based thereon allege that Defendant
15 Frontline Management Group, Inc. ("Frontline") is a Delaware corporation with its principal place
16 of business in Los Angeles County, California and is a subsidiary, unit and/or affiliate of
17 Ticketmaster.

18 7. Plaintiffs are unaware of the true names and capacities of defendants sued as Does
19 1 through 10, inclusive, and therefore sue said defendants by such fictitious names. Plaintiffs will
20 amend this Complaint to allege their true names and capacities when they have been ascertained.
21 Plaintiffs are informed and believe, and based thereon allege that each of the defendants
22 designated as a Doe is responsible in some manner for the acts or omissions alleged and is liable
23 to Plaintiffs for those acts.

24 8. Does 1-10, Ticketmaster, Frontline and TicketsNow are collectively referred to
25 herein as "Defendants."

26 9. Plaintiffs are informed and believe, and based thereon allege that in doing the acts
27 alleged herein, each of the Defendants was the agent, principal, employee, or alter ego of one or
28 more of the other Defendants, and acted with the other Defendants' knowledge, consent, and

1 approval. As such, each of the Defendants is responsible for the liabilities of the other
2 Defendants, as alleged herein.

3 **JURISDICTION AND VENUE**

4 10. Jurisdiction is proper in the Superior Court of the State of California for the County
5 of Los Angeles pursuant to section 410.10 of the California Code of Civil Procedure.

6 11. Venue is proper in Los Angeles County, California pursuant to Section 395 of the
7 California Code of Civil Procedure because Defendants, or some of them, reside in Los Angeles
8 County at the commencement of this action.

9 **STATEMENT OF RELEVANT FACTS**

10 12. Lombardo founded Elite in 1995 and has been involved in the secondary ticketing
11 business since 1986. Elite is prominently involved in the secondary ticket market as a reseller of
12 tickets to concert, theater, sports and other entertainment events. Through Elite's vast network of
13 vendors, season ticket holders and promoters, Elite has been able to provide its clients with
14 excellent seating options for concerts, sporting events and theater. Lombardo gained tremendous
15 experience and knowledge regarding securing, pricing and promoting tickets for a wide variety of
16 entertainment events through his years of experience in the secondary ticket market. As a result of
17 Lombardo's hard work and dedication to his business, Elite became a well-respected source for
18 tickets in the secondary ticket market.

19 13. In or about October 2007, Ticketmaster contacted Plaintiffs seeking their assistance
20 in developing Ticketmaster's own secondary, premium ticket delivery platforms. Lombardo
21 subsequently met with Ticketmaster's then-CEO and Chairman to discuss the terms pursuant to
22 which Plaintiffs might work with Ticketmaster, which included the acquisition of Elite through the
23 hiring of Lombardo and Elite's key employees by Ticketmaster. Plaintiffs and Ticketmaster
24 initially agreed that Plaintiffs would advise, consult and assist Ticketmaster on an individual
25 project-by-project basis in exchange for a flat fee and/or percentage per project. Evana was
26 formed to provide certain of these services to Ticketmaster. Despite the fact that by assisting
27 Ticketmaster, Plaintiffs would be helping to build a dominant competitor to Elite, Plaintiffs agreed
28 to do so with the understanding – based on Lombardo's conversations with Ticketmaster – that

1 their consulting services would lead to lucrative full time employment with Ticketmaster for
2 Lombardo and Elite's key employees. Plaintiffs knew that providing their services and assistance
3 and divulging their trade secrets to Ticketmaster would be highly detrimental to Elite's business as
4 an independent ticket broker, but did so knowing that the opportunity to work with, and to be
5 employed by Ticketmaster presented substantial benefits that outweighed the losses Plaintiffs
6 would certainly suffer. The then-CEO and Chairman of Ticketmaster promised and assured
7 Plaintiffs that if Ticketmaster was satisfied with their services, it would acquire Elite and employ
8 Lombardo and Elite's key employees for the management and operation of its secondary ticket
9 services.

10 14. For their initial consulting services, Plaintiffs managed, priced and sold premium
11 tickets for Ticketmaster for the 2008 Van Halen, Def Leppard, Kanye West, Steely Dan, George
12 Michael, Journey, New Kids On The Block and Neil Diamond tours on Ticketmaster's
13 secondary/premium ticketing platforms, TicketsNow, TicketExchange (a/k/a Platinum Seating)
14 and TicketNetwork. By doing so, Plaintiffs showed Ticketmaster how to build its secondary ticket
15 business by providing a market for premium seats to high profile tours. Ticketmaster agreed to
16 pay Plaintiffs six percent (6%) of gross ticket sales for their services on these tours. Plaintiffs also
17 provided other services to Ticketmaster, including but not limited to consultation, pricing analysis
18 and projections regarding the acquisition and sale of premium tickets for numerous other tours.

19 15. Plaintiffs further entered into an oral agreement with Frontline to purchase tickets
20 for the 2008 and 2009 Eagles tour directly from Frontline and to sell those tickets on
21 TicketExchange and other secondary websites on Frontline's behalf. Plaintiffs purchased the
22 Eagles tickets from Frontline above face value and then priced and offered them for sale on
23 TicketExchange and other secondary websites. In exchange, Frontline agreed to reimburse
24 Plaintiff for the cost of the tickets plus a share of the profits earned from the sale of those tickets.

25 16. In addition to the foregoing consulting services, Plaintiffs helped Ticketmaster
26 develop the software for its secondary ticketing platforms to make them more user friendly for the
27 sellers of tickets.

28 17. Upon realizing the tremendous value that Plaintiffs could provide to Ticketmaster's

1 secondary ticket services, Ticketmaster began discussing terms for the acquisition of Elite and the
2 full-time employment of Lombardo and the other key Elite employees in earnest, and assured
3 Lombardo that he would be brought “inside” Ticketmaster. In reliance on Ticketmaster’s
4 assurances of employment and the acquisition of Elite, Plaintiffs continued to provide their
5 knowledge, expertise and trade secret information to Ticketmaster to the detriment of Elite’s
6 business.

7 18. In October 2008, clearly satisfied with Plaintiffs’ initial services, Ticketmaster
8 provided with a written proposal that included the acquisition of Elite, the terms of an employment
9 agreement which outlined a salary and bonuses for Lombardo, and which addressed the hiring of
10 some of Elite’s key employees (the “October 2008 Proposal”). The October 2008 Proposal
11 contained the following material terms: (1) a \$1,000,000 signing bonus for Lombardo; (2) an
12 initial three-year employment term for Lombardo; (3) a comprehensive bonus plan including an
13 allocation of bonuses for Elite’s key employees; and (4) that Ticketmaster would cover all
14 overhead expenses including personnel costs. Contemporaneous with the October, 2008 Proposal,
15 a senior executive at Ticketmaster (the “Executive”), assured Lombardo that Ticketmaster wanted
16 to hire him and Elite’s key employees and that the parties would agree to the terms of
17 employment.

18 19. Shortly thereafter, Ticketmaster suddenly informed Plaintiffs that it would not
19 engage in further discussions regarding the acquisition of Elite and the employment of Lombardo
20 and other key Elite employees unless Plaintiffs entered into a settlement agreement releasing any
21 and all potential claims against Ticketmaster and Frontline, and unless Plaintiffs agreed to a
22 compromise on the amounts owed by Ticketmaster to Plaintiffs for Plaintiffs’ services and
23 consulting work in conjunction with the concert tours set forth in paragraph 14 above, and the
24 amount owed to Plaintiffs by Frontline for Plaintiffs’ acquisition of tickets for the 2008 and 2009
25 Eagles tours and Plaintiffs’ share of the profits earned from the sale of those tickets (the
26 “Settlement Agreement”). Plaintiffs resisted entering into the Settlement Agreement until the
27 terms of employment and the acquisition of Elite were finalized. However, in December 2008, the
28 Executive informed Plaintiffs that Plaintiffs had only two options: Plaintiffs could either sign the

1 Settlement Agreement, or they could sue Ticketmaster, but that if Plaintiffs choose the latter
2 course of action, the Executive would make sure that Plaintiffs were “blackballed” in the industry.
3 In January 2009, Lombardo asked the Executive where Plaintiff would fit in with Ticketmaster
4 once Elite has been acquired and Lombardo became an employee, to which the Executive
5 responded in an e-mail “nowhere till [sic] you settle . . .” Accordingly, Plaintiffs were left with
6 the Hobson’s choice of signing the Settlement Agreement without finalizing the terms of the
7 acquisition of Elite and the employment of Lombardo and Elite’s key employees, or suing and
8 being “blackballed” by Ticketmaster such that Plaintiffs’ business and Lombardo’s career would
9 be destroyed. Plaintiffs knew that the Executive – a very powerful individual in the music and
10 ticketing industries – certainly had the ability to carry out his threat and destroy Plaintiffs’ business
11 and Lombardo’s career. Specifically, Plaintiffs reasonably believed that the Executive and
12 Ticketmaster could and would use their power and influence in the industry to ensure that no
13 promoters, artists, agents, event organizers, venues or other brokers would conduct any further
14 business with Plaintiffs.

15 20. During these discussions, another Ticketmaster executive promised Lombardo that
16 if Plaintiffs would execute the Settlement Agreement, Ticketmaster would negotiate the terms of
17 the acquisition and employment by Ticketmaster in good faith, using the October 2008 Proposal as
18 a starting point, a promise which the Executive subsequently confirmed in an e-mail. In another e-
19 mail, the Executive agreed that after all of the services and knowledge that Plaintiffs provided to
20 Ticketmaster, Lombardo had become far too entrenched with Ticketmaster to return to profitably
21 operating Elite. Other Ticketmaster senior executives further promised and assured Plaintiffs that
22 after they executed the Settlement Agreement and while the parties negotiated employment terms,
23 Plaintiffs would be able to continue to access and post tickets on Ticketmaster’s TicketExchange
24 platform. Left with no other options, under the threat and economic duress of being blackballed
25 within the industry, and in reliance on promises that Ticketmaster would acquire Elite and that
26 Lombardo and Elite’s key employees would become Ticketmaster employees, Plaintiffs were
27 induced into executing the Settlement Agreement.

28 21. Unfortunately, once Plaintiffs executed the Settlement Agreement, Ticketmaster

1 engaged in delay and stall tactics, refused to further negotiate the terms of the acquisition and
2 employment, and ignored Lombardo's calls. The Executive continued to reassure Lombardo that
3 he would be brought into Ticketmaster. However, Plaintiffs are informed and believe, and based
4 thereon allege that this was just another stall tactic because Ticketmaster had already acquired
5 other ticket brokers and hired their principals, such as SLO VIP Services and its principal, Shelly
6 Lazar. Plaintiffs are also informed and believe, and based thereon allege that Ticketmaster let
7 another ticket broker, Premiere Events a/k/a Gotickets.com, operate on Ticketmaster's website
8 under the name Tickemastervip.com to sell sports packages and the promise of concert packages
9 across the world.

10 22. Soon after Plaintiffs executed the Settlement Agreement, Ticketmaster began to
11 curtail Plaintiffs' ability to post tickets on TicketExchange and to restrict Plaintiffs' ability to
12 secure and sell tickets. For example, when Plaintiffs contacted Beyonce's management regarding
13 obtaining her artist "hold" tickets for resale through TicketExchange or TicketsNow, Ticketmaster
14 contacted Plaintiffs via e-mail informing Lombardo to "step down and away from Beyonce please.
15 We [Ticketmaster] have a comprehensive deal with her."

16 23. Finally, in August 2009, after repeated requests by Lombardo to finalize the terms
17 of the acquisition of Elite and the employment of Lombardo and Elite's key employees,
18 Ticketmaster provided Plaintiffs with a written proposal. However, the proposal did not include
19 the acquisition of Elite or any form of employment with Ticketmaster whatsoever. To the
20 contrary, the proposal was for a "posting agreement" that would permit Plaintiffs to access and sell
21 tickets through Ticketmaster's secondary ticket platforms -- the very same platforms which
22 Plaintiffs helped build in reliance on Ticketmaster's promises to acquire Elite and to employ
23 Lombardo and Elite's key employees. Remarkably, the proposal would have required Plaintiffs to
24 pay Ticketmaster a fee for this "privilege" each time Plaintiffs posted tickets on the platforms.
25 Plaintiffs rejected Ticketmaster's proposal.

26 24. As a result of Ticketmaster's false promises and breaches of the various
27 agreements, Elite's business has been substantially damaged and Plaintiffs have become pariahs
28 amongst other ticket brokers for having assisted Ticketmaster. To make matters worse,

1 Ticketmaster intentionally damaged Elite's and Lombardo's reputation in the industry by falsely
2 stating to members of the ticketing and entertainment community that Lombardo was taking
3 kickbacks from other brokers and/or reducing prices on Ticketmaster's secondary ticket platforms
4 so that Plaintiffs could buy and resell those tickets at a higher price. In a nutshell, Ticketmaster
5 used Plaintiffs' knowledge and expertise contacts to build its secondary ticket platforms, inducing
6 Plaintiffs to provide their services, knowledge, expertise, and contacts with false promises that
7 Ticketmaster would acquire Elite and of full time employment for Lombardo and Elite's key
8 employees with Ticketmaster. However, once Ticketmaster got what it needed and induced
9 Plaintiffs, by means of false promises and economic duress, to sign the Settlement Agreement
10 purporting to release any claims against Ticketmaster, and to accept less compensation than was
11 owed for the services provided to Frontline and Ticketmaster, it ruthlessly cast Plaintiffs aside,
12 without regard to the irreparable harm done to their business and to Lombardo's ability to earn a
13 living.

14 **FIRST CAUSE OF ACTION**

15 **(Rescission Due To Fraud and Economic Duress – By Elite and Lombardo Against**
16 **Ticketmaster and Does 1-10)**

17 25. Plaintiffs incorporate by reference paragraphs 1 through 24 as though fully set forth
18 herein.

19 26. Elite and Lombardo are entitled to rescind the Settlement Agreement because
20 Ticketmaster secured their consent to the Settlement Agreement by promising to acquire Elite and
21 employ Lombardo and the other key Elite employees, and to further negotiate the terms of the
22 acquisition and employment using the October 2008 Proposal as a starting point. Elite and
23 Lombardo are informed and believe, and based thereon allege that Ticketmaster made these
24 promises with the intent to induce Elite and Lombardo into executing the Settlement Agreement.

25 27. Elite and Lombardo are informed and believe, and based thereon allege that at the
26 time Ticketmaster made the foregoing promises, Ticketmaster did not intend to perform the
27 promises.

28 28. Elite and Lombardo did not know that Ticketmaster's promises were false, but

1 believed them to be true and reasonably relied on the promises by executing the Settlement
2 Agreement. If Elite and Lombardo had known of the actual intention of Ticketmaster, they would
3 not have executed the Settlement Agreement.

4 29. Ticketmaster failed to perform its promises by failing to acquire Elite and employ
5 Lombardo and the other key Elite employees, and by refusing to further negotiate the terms of
6 acquisition and employment on terms no less favorable than those set forth in the October 2008
7 Proposal after Elite and Lombardo executed the Settlement Agreement.

8 30. Elite and Lombardo are further entitled to rescind the Settlement Agreement
9 because Ticketmaster secured their consent to the Settlement Agreement through economic duress
10 by virtue of Ticketmaster's express threat to "blackball" Elite and Lombardo if they refused to
11 sign the Settlement Agreement and sued Ticketmaster. Elite and Lombardo reasonably believed
12 that the Executive and Ticketmaster could and would use their tremendous power and influence in
13 the entertainment industry to prevent promoters, venues, artists, event organizers and other ticket
14 brokers from doing business with Elite and Lombardo, thereby destroying Elite's business and the
15 livelihoods of Lombardo and the other key Elite employees.

16 31. By virtue of this pleading, Elite and Lombardo give notice of rescission of the
17 Settlement Agreement and offer to restore to Ticketmaster anything of value that Elite and
18 Lombardo have received under the Settlement Agreement on the condition that Ticketmaster
19 restores anything of value that Ticketmaster received from Elite and Lombardo under the
20 Settlement Agreement to Elite and Lombardo.

21 **SECOND CAUSE OF ACTION**

22 **(Promissory Fraud – By Plaintiffs Against Ticketmaster and Does 1-10)**

23 32. Plaintiffs incorporate by reference paragraphs 1 through 31 as though fully set forth
24 herein.

25 33. Ticketmaster induced Plaintiffs to provide their knowledge, expertise and services
26 by promising to acquire Elite and to employ Lombardo and other key Elite employees as full time
27 employees of Ticketmaster. Plaintiffs are informed and believe, and based thereon allege that
28 Ticketmaster made these promises with the intent to deceive Plaintiffs and to induce Plaintiffs to

1 provide their services, knowledge, and expertise. Ticketmaster knew that if Plaintiffs helped
2 Ticketmaster build its secondary ticket platforms, Elite's business would be substantially
3 damaged, and the ability of Lombardo and other key Elite employees to earn a living would be
4 severely impaired.

5 34. Plaintiffs are informed and believe, and based thereon allege that at the time
6 Ticketmaster made the promises to Plaintiffs, Ticketmaster did not intend to perform the promises,
7 but instead intended to misappropriate Plaintiffs' knowledge, expertise and services for
8 Ticketmaster's benefit to the detriment of Plaintiffs.

9 35. Plaintiffs did not know that Ticketmaster's promises were false, but believed them
10 to be true and reasonably relied on the promises by helping Ticketmaster to build its own
11 secondary ticket platforms which would directly compete with Elite. If Plaintiffs had known of
12 the actual intention of Ticketmaster, they would not have helped Ticketmaster build its secondary
13 ticket platforms.

14 36. Ticketmaster failed to perform its promises by failing to acquire Elite and to
15 employ Lombardo and the key Elite employees, and by refusing to even negotiate terms of such
16 acquisition and employment after Plaintiffs executed the Settlement Agreement.

17 37. As a direct and proximate result of Ticketmaster's fraud and deceit as alleged
18 herein, Plaintiffs were damaged in that they provided extensive knowledge, expertise and services
19 for which they did not receive full compensation, and which substantially damaged the business of
20 Elite. As a result of Ticketmaster's actions described above, Plaintiffs have suffered and will
21 continue to suffer damages in an amount that is presently unknown but which exceeds the
22 jurisdictional minimum of this Court.

23 38. Ticketmaster's conduct as herein alleged is despicable and was undertaken by
24 Ticketmaster with a willful and conscious disregard of Plaintiffs' rights. Plaintiffs are informed
25 and believe, and based thereon allege that Ticketmaster did the acts as herein alleged with an
26 intent to injure Plaintiffs and to subject Plaintiffs to cruel and unjust hardship in conscious
27 disregard of Plaintiffs' rights, and that said acts were done willfully, maliciously, and
28 oppressively. Plaintiffs are, therefore, entitled to an additional award of punitive and/or exemplary

1 damages in an amount sufficient to punish Ticketmaster and to deter it from committing such
2 despicable acts in the future.

3 **THIRD CAUSE OF ACTION**

4 **(Misappropriation of Trade Secrets – By Plaintiffs Against Ticketmaster and Does 1-
5 10)**

6 39. Plaintiffs incorporate by reference paragraphs 1 through 37 as though fully set forth
7 herein.

8 40. Over the past two decades, Plaintiffs developed a wealth of knowledge and
9 expertise regarding the acquisition and optimal pricing of tickets to a wide array of entertainment
10 events, including premium tickets, which enabled Plaintiffs to maximize their profits from the sale
11 of such tickets (collectively the “Confidential Information”). Plaintiffs’ ability to thrive in the
12 secondary ticket market over the past two decades depended upon maintaining the secrecy of
13 Plaintiffs’ Confidential Information.

14 41. Plaintiffs considered the Confidential Information to be confidential and
15 proprietary trade secret information having independent economic value and not generally known
16 or readily available to Plaintiffs’ competitors. Plaintiffs expended substantial time, energy,
17 money, and ingenuity in compiling this Confidential Information based on their own efforts and
18 communications with clients, prospective clients, promoters, artists and others.

19 42. Plaintiffs made reasonable efforts to ensure that the Confidential Information
20 remained secret by, among other things, disclosing it only to those individuals who needed the
21 information to perform their duties; making known to these individuals the fact that the
22 information was to be kept confidential; requiring those individuals to maintain the confidentiality
23 of such information; and maintaining reasonable security in and around their place of business.

24 43. Plaintiffs’ Confidential Information constitutes trade secrets under California Civil
25 Code section 3426 *et seq.* and the common law.

26 44. Plaintiffs are informed and believe, and based thereon allege that Ticketmaster
27 misappropriated the Confidential Information by fraudulently inducing Plaintiffs to disclose such
28 information to Ticketmaster by virtue of Ticketmaster’s false promises to Plaintiffs as set forth

1 above. Ticketmaster did so with the deliberate intent to injure Plaintiffs and to improve
2 Ticketmaster's own financial gain.

3 45. As a proximate result of the misappropriation of Plaintiffs' trade secrets, Plaintiffs
4 have suffered, and will continue to suffer, actual damages, and Ticketmaster will be unjustly
5 enriched, in sums not yet ascertained.

6 46. Pursuant to California Civil Code section 3426.4, Plaintiffs are entitled to recover
7 their reasonable attorneys' fees as a result of Ticketmaster's willful and malicious
8 misappropriation.

9 47. Ticketmaster's conduct as herein alleged is despicable and was undertaken by
10 Ticketmaster with a willful and conscious disregard of Plaintiffs' rights. Plaintiffs are informed
11 and believe, and based thereon allege that Ticketmaster did the acts as herein alleged with an
12 intent to injure Plaintiffs and to subject Plaintiffs to cruel and unjust hardship in conscious
13 disregard of Plaintiffs' rights, and that said acts were done willfully, maliciously, and
14 oppressively. Plaintiffs are, therefore, entitled to an additional award of punitive and/or exemplary
15 damages in an amount sufficient to punish Ticketmaster and to deter it from committing such
16 despicable acts in the future.

17 **FOURTH CAUSE OF ACTION**

18 **(Breach of Oral Contract – By Plaintiffs Against Ticketmaster, Frontline and Does 1-**
19 **10)**

20 48. Plaintiffs incorporate by reference paragraphs 1 through 37 and 40 through 45 as
21 though fully set forth herein.

22 49. Ticketmaster entered into an oral contract with Plaintiffs whereby Ticketmaster
23 promised to acquire Elite through the employment of Lombardo and Elite's key employees at
24 Ticketmaster on terms no less favorable than those set forth in the October 2008 Proposal if Elite
25 and Lombardo executed the Settlement Agreement (the "Employment Agreement"). Plaintiffs
26 performed all of their obligations under the Employment Agreement except as waived, excused, or
27 prevented by the conduct of Ticketmaster.

28 50. Ticketmaster has materially breached the Employment Agreement by failing to

1 acquire Elite and to offer Lombardo and Elite's key employees full time employment at
2 Ticketmaster on terms no less favorable than those set forth in the October 2008 Proposal, and by
3 failing to negotiate the terms of such employment with Plaintiffs in good faith.

4 51. Ticketmaster entered into a separate oral agreement with Plaintiffs whereby
5 Ticketmaster promised to compensate Plaintiffs for their various services as set forth above (the
6 "Ticketmaster Agreement"). Ticketmaster materially breached the Ticketmaster Agreement by
7 failing to pay Plaintiffs the full amount owed to them for the services that they provided to
8 Ticketmaster. Plaintiffs performed all of their obligations under the Ticketmaster Agreement
9 except as waived, excused, or prevented by the conduct of Ticketmaster.

10 52. Frontline entered into an oral agreement with Plaintiffs whereby Frontline
11 promised to compensate Plaintiffs for their services on the 2008 and 2009 Eagles tour as set forth
12 above (the "Frontline Agreement"). Frontline materially breached the Frontline Agreement by
13 failing to fully reimburse Plaintiffs for the costs incurred by them acquiring tickets for the 2008
14 and 2009 Eagles tours and by failing to pay Plaintiffs their full share of the profits earned from the
15 sale of those tickets. Plaintiffs performed all of their obligations under the Frontline Agreement
16 except as waived, excused, or prevented by the conduct of Frontline.

17 53. As a direct and proximate result of Ticketmaster's and/or Frontline's material
18 breaches of the Employment Agreement, Ticketmaster Agreement and Frontline Agreement as set
19 forth above, Plaintiffs have suffered damages in an amount to be determined at trial, but which
20 exceeds the jurisdictional minimum of this Court.

21 **FIFTH CAUSE OF ACTION**

22 **(Defamation – By Lombardo Against Ticketmaster and Does 1-10)**

23 54. Plaintiffs incorporate by reference paragraphs 1 through 24 as though fully set forth
24 herein.

25 55. Lombardo is informed and believes, and based thereon alleges that Ticketmaster
26 has made false and defamatory statements about Lombardo to artist managers, event promoters
27 and other members of the ticketing and entertainment community, specifically, that that Lombardo
28 was lowering ticket prices on Ticketmaster's secondary ticket platforms and buying the tickets

1 himself in order to resell for Lombardo's personal gain, and/or that Lombardo was taking
2 kickbacks from brokers. Lombardo is further informed and believes, and based thereon alleges
3 that Ticketmaster has made similar false and defamatory statements about Lombardo to others.
4 Ticketmaster's false and disparaging statements are defamatory per se as they have directly
5 injured Lombardo with respect to his profession, trade or business, by imputing something with
6 reference to his trade, profession, or business that has a natural tendency to lessen his profits.

7 56. The statements described in paragraph 55 were false and defamatory and were
8 known by Ticketmaster to be false and defamatory when made. At a minimum, Ticketmaster
9 acted in reckless disregard for the falsity of the aforementioned statements.

10 57. As a direct and proximate result of Ticketmaster's false and disparaging statements,
11 Lombardo has suffered and will suffer substantial damages in an amount as yet unknown, but
12 which exceeds the jurisdictional minimum of this Court.

13 58. Ticketmaster's conduct as herein alleged is despicable and was undertaken by
14 Ticketmaster with a willful and conscious disregard of Lombardo's rights. Lombardo is informed
15 and believes, and based thereon allege that Ticketmaster did the acts as herein alleged with an
16 intent to injure Lombardo and to subject Lombardo to cruel and unjust hardship in conscious
17 disregard of Lombardo's rights, and that said acts were done willfully, maliciously, and
18 oppressively. Lombardo is, therefore, entitled to an additional award of punitive and/or exemplary
19 damages in an amount sufficient to punish Ticketmaster and to deter it from committing such
20 despicable acts in the future.

21 **SIXTH CAUSE OF ACTION**

22 **(Trade Libel – By Elite Against Ticketmaster and Does 1-10)**

23 59. Plaintiffs incorporate by reference paragraphs 1 through 24 as though fully set forth
24 herein.

25 60. Elite is informed and believes, and based thereon alleges that Ticketmaster has
26 made false and defamatory statements about Elite to artist managers, event promoters other
27 members of the ticketing and entertainment community that Elite, through its employees, was
28 lowering ticket prices on Ticketmaster's secondary ticket platforms and buying them for Elite's

1 account in order to resell for Elite's personal gain, and/or taking kickbacks from brokers. Elite is
2 further informed and believes, and based thereon alleges that Ticketmaster has made similar false
3 and defamatory statements about Elite to others. Ticketmaster's false and disparaging statements
4 about Elite and its founder and President have disparaged Elite's services in the ticketing service
5 industry.

6 61. The statements described in paragraph 60 were false and defamatory and were
7 known by Ticketmaster to be false and defamatory when made. At a minimum, Ticketmaster
8 acted in reckless disregard for the falsity of the aforementioned statements.

9 62. As a direct and proximate result of Ticketmaster's false and disparaging statements,
10 Elite has suffered and will suffer substantial damages in an amount as yet unknown, but which
11 exceeds the jurisdictional minimum of this Court.

12 63. Ticketmaster's conduct as herein alleged is despicable and was undertaken by
13 Ticketmaster with a willful and conscious disregard of Elite's rights. Elite is informed and
14 believes, and based thereon allege that Ticketmaster did the acts as herein alleged with an intent to
15 injure Elite and to subject Elite to cruel and unjust hardship in conscious disregard of Elite's
16 rights, and that said acts were done willfully, maliciously, and oppressively. Elite is, therefore,
17 entitled to an additional award of punitive and/or exemplary damages in an amount sufficient to
18 punish Ticketmaster and to deter it from committing such despicable acts in the future.

19 **SEVENTH CAUSE OF ACTION**

20 **(Breach of Written Contract – By Elite Against TicketsNow and Does 1-10)**

21 64. Plaintiffs incorporate by reference paragraphs 1 through 24 as though fully set forth
22 herein.

23 65. TicketsNow is a secondary ticket website owned and operated by Ticketmaster.
24 TicketsNow allows ticket brokers to post their tickets on its website in exchange for a monthly fee.
25 TicketsNow also provides brokers with the option to have their tickets listed in a "preferred"
26 listing section and to receive priority opportunities to fill ticket orders in exchange for 5% of the
27 broker's revenue from the sale of these tickets (the "Premium Program").

28 66. In or about November 2006, Elite entered into a written agreement with

1 TicketsNow in order to enable Elite to post tickets on TicketsNow in exchange for a one-time
2 payment of \$1,995 and a monthly payment of \$516 to TicketsNow (the "TicketsNow
3 Agreement").¹ A true and correct copy of the TicketsNow Agreement is attached hereto as
4 Exhibit A. Elite also orally agreed to enroll in the Premium Program.

5 67. TicketsNow also provided brokers the opportunity to have their tickets listed on the
6 home page of its website in exchange for 10% of the revenue earned by those brokers from the
7 sale of their tickets on TicketsNow (the "Speculative Program"). Elite is informed and believes,
8 and based thereon alleges that TicketsNow breached the TicketsNow Agreement by diverting
9 orders for Elite's tickets to brokers enrolled in the Speculative Program. Elite is further informed
10 and believes, and based thereon alleges that TicketsNow breached the TicketsNow Agreement by
11 allowing brokers enrolled in the Speculative Program to offer speculative tickets for sale. This
12 means that brokers enrolled in the Speculative Program could view tickets for sale by other
13 brokers on the TicketsNow's broker website, such as Elite, and offer those same, or comparable,
14 tickets for sale themselves on TicketsNow's home page. Often times, these brokers offered such
15 tickets for sale before the shows were announced to the public. When TicketsNow received orders
16 for such tickets from a consumer, it would not pass the order on to the broker that actually owned
17 the tickets, such as Elite, but instead it often would hold the order. Eventually, the broker that
18 owned the tickets might be forced to lower its prices in order to sell the tickets, at which point the
19 Speculative Program member would purchase those tickets from the broker at a reduced price and
20 fill the original order from the consumer at the higher price for the tickets.

21 68. Elite is further informed and believes, and based thereon alleges that certain
22 employees of TicketsNow accepted additional compensation from certain brokers posting their
23 tickets on TicketsNow to either sell those brokers' tickets first, or to divert other ticket requests to
24 those brokers. For example, if TicketsNow received a request for certain tickets posted by Elite,
25 or tickets owned by the hundreds of other brokers not paying such additional compensation to
26

27 ¹ Because Elite did not use TicketsNow's point of sale system and manually uploaded its seats to
28 TicketsNow's servers, TicketsNow required Elite to pay \$516 per month as opposed to the \$179
per month set forth in the TicketsNow Agreement.

1 TicketsNow employees, the TicketsNow employee would inform the potential purchaser that his
2 or her specific request could not be filled immediately and would allow the brokers paying
3 additional compensation to the TicketsNow employee to try and fill those orders, thereby diverting
4 sales from Elite and other brokers. Elite is informed and believes, and based thereon alleges that
5 TicketsNow's material breaches of the TicketsNow Agreement continue to this day.

6 69. Elite performed all of its obligations under the TicketsNow Agreement except as
7 excused or waived by TicketsNow's material breaches of the TicketsNow Agreement.

8 70. As a direct and proximate result of Ticketmaster's material breaches as set forth
9 above, Elite has suffered substantial damages in an amount as yet unknown, but which exceeds the
10 jurisdictional minimum of this Court.

11 **EIGHTH CAUSE OF ACTION**

12 **(Fraud – By Elite Against TicketsNow and Does 1-10)**

13 71. Plaintiffs incorporate by reference paragraphs 1 through 24 and 65 through 70 as
14 though fully set forth herein.

15 72. Elite is informed and believes, and based thereon alleges that commencing in
16 November 2006 TicketsNow falsely represented to Elite that by entering into the TicketsNow
17 Agreement and by enrolling in the Premium Program, Elite would have the ability to sell its
18 tickets through TicketsNow's website and have its tickets listed in a "preferred" listing section and
19 to receive priority opportunities to fill ticket orders. TicketsNow further falsely represented to
20 Elite that as TicketsNow received orders for Elite's tickets, TicketsNow would fill those orders on
21 behalf of Elite.

22 73. Elite is informed and believes, and based thereon alleges that at the time
23 TicketsNow made the representations to Elite referred to in paragraph 72, it knew that such
24 representations were false. TicketsNow did not intend to fill all orders for Elite's tickets, but
25 instead intended to divert orders for Elite's, and other broker's tickets, to brokers enrolled in the
26 Speculative Program. TicketsNow made the false representations to Elite with the intent to induce
27 Elite to enter into the TicketsNow Agreement and Premium Program and to induce Elite to offer
28 its tickets for sale on TicketsNow. Elite is informed and believes, and based thereon alleges that

1 TicketsNow's fraudulent conduct as set forth herein continues to this day.

2 74. Elite reasonably relied on TicketsNow's false representations by entering into the
3 TicketsNow Agreement and the Premium Program, and by offering its tickets for sale on
4 TicketsNow's website.

5 75. Elite has been damaged as a direct and proximate result of TicketsNow's false
6 representations, by among other things, paying fees to TicketsNow for the right to post Elite's
7 tickets on TicketsNow's website and by losing orders for its tickets by virtue of TicketsNow's
8 diversion of those orders to brokers in the Speculative Program. As a result, Elite has suffered
9 substantial damages in an amount as yet unknown, but which exceeds the jurisdictional minimum
10 of this Court.

11 76. In making the fraudulent misrepresentations detailed above, TicketsNow acted
12 intentionally, maliciously, and oppressively, with a willful and conscious disregard of Elite's
13 rights, so as to constitute oppression, fraud, or malice under the law. Accordingly, Elite is entitled
14 to recover punitive and exemplary damages in an amount sufficient to punish TicketsNow and to
15 deter similar conduct in the future.

16 **NINTH CAUSE OF ACTION**

17 **(Promissory Estoppel – By Plaintiffs Against Ticketmaster and Does 1-10)**

18 77. Plaintiffs incorporate by reference paragraphs 1 through 37 and 40 through 45 as
19 though fully set forth herein.

20 78. Ticketmaster promised Plaintiffs that Ticketmaster would acquire Elite and that
21 Lombardo and other key Elite employees would be hired as full time employees of Ticketmaster if
22 Plaintiffs assisted Ticketmaster with the development of its secondary ticketing platforms. In so
23 doing, Ticketmaster knew, or should have known, that Plaintiffs would be reasonably induced to
24 rely on Ticketmaster's promise by providing their knowledge, expertise, services and Confidential
25 Information to Ticketmaster.

26 79. Plaintiffs reasonably relied on Ticketmaster's promises and were induced to
27 provide their knowledge, expertise, services and Confidential Information to Ticketmaster.

28 80. Ticketmaster has not performed any part of its promise to hire Lombardo and the

1 other key Elite employees.

2 81. Plaintiffs suffered substantial detriment by providing their knowledge, expertise,
3 services and Confidential Information to Ticketmaster without receiving the benefits of
4 Ticketmaster's promise. By assisting Ticketmaster to build its secondary ticket platforms, Elite's
5 business has been substantially damaged, and the ability of Lombardo and other Elite employees
6 to earn a living has been severely impaired.

7 82. As a direct and proximate result of Ticketmaster's failure to perform its promises as
8 set forth above, Plaintiffs have suffered substantial damages in an amount as yet unknown, but
9 which exceeds the jurisdictional minimum of this Court.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs pray for relief as follows:

12 **FIRST CAUSE OF ACTION**

13 1. For rescission of the Settlement Agreement;

14 **SECOND CAUSE OF ACTION**

15 2. For damages according to proof, including pre-judgment interest, the exact amount
16 to be determined at trial;

17 3. For punitive damages in a sum to be determined at time of trial;

18 **THIRD CAUSE OF ACTION**

19 4. For damages according to proof, including pre-judgment interest, the exact amount
20 to be determined at trial;

21 5. For punitive damages in a sum to be determined at time of trial;

22 6. For Plaintiffs' reasonable attorneys' fees pursuant to California Civil Code Section
23 3426.4;

24 **FOURTH CAUSE OF ACTION**

25 7. For damages according to proof, including pre-judgment interest, the exact amount
26 to be determined at trial;

27 **FIFTH CAUSE OF ACTION**

28 8. For damages according to proof, including pre-judgment interest, the exact amount

1 to be determined at trial;

2 9. For punitive damages in a sum to be determined at time of trial;

3 **SIXTH CAUSE OF ACTION**

4 10. For damages according to proof, including pre-judgment interest, the exact amount
5 to be determined at trial;

6 11. For punitive damages in a sum to be determined at time of trial;

7 **SEVENTH CAUSE OF ACTION**

8 12. For damages according to proof, including pre-judgment interest, the exact amount
9 to be determined at trial;

10 **EIGHTH CAUSE OF ACTION**

11 13. For damages according to proof, including pre-judgment interest, the exact amount
12 to be determined at trial;

13 14. For punitive damages in a sum to be determined at time of trial;

14 **NINTH CAUSE OF ACTION**

15 15. For damages according to proof, including pre-judgment interest, the exact amount
16 to be determined at trial;

17 **ALL CAUSES OF ACTION**

18 16. For Plaintiffs' cost of suit, the exact amount to be proved at trial; and

19 17. For such other and further relief as the Court may deem just and proper.

20 DATED: September 29, 2009

KINSELLA WEITZMAN ISER KUMP &
ALDISERT LLP

21
22
23 By: _____

Lawrence Y. Iser
Attorneys for Plaintiffs Elite Entertainment, Inc.,
Event Analysis Group, Ltd. and Chuck Lombardo

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SOFTWARE CONFIGURATIONS. LICENSEE EXPRESSLY ASSUMES ALL RISK FOR USE OF THE PROGRAM. YOU AGREE THAT THE PROGRAM AND MAINTENANCE PLAN AND THE MEDIA ON WHICH THE PROGRAM RESIDES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY OF TITLE AND ANY WARRANTY OF NON-INFRINGEMENT. IF THE STATE IN WHICH YOU RESIDE DOES NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTIES LASTS, SOME OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. This paragraph 4 will survive any termination or expiration of this Agreement.

5. INDEMNITY. You hereby agree to defend, indemnify and hold harmless EI and its employees, agents, successors and assigns and parent company, from and against any of the following: (i) any and all claims, liabilities, and obligations (including reasonable attorneys' fees) claimed by any third party or parties against EI or suffered by EI arising out of your use of the Program or Maintenance Plan; (ii) any and all claims, liabilities, or obligations (including reasonable attorneys' fees) resulting from your negligence, willful misconduct, recklessness or breach of warranty or non-performance of any of the covenants or obligations under this Agreement or from any misrepresentations or omissions made by you to EI or any third party; (iii) any and all claims, liabilities, or obligations (including reasonable attorneys' fees) resulting from your failure to comply with all applicable laws, rules and regulations. This paragraph 5 will survive any termination or expiration of this Agreement.

6. You hereby agree that you will not export or re-export any portion of the Program outside of the United States or Canada without the prior written consent of EI, which may be withheld in EI's sole discretion. In addition, you may not use or otherwise export or re-export the Program except as authorized by United States law and the laws of the jurisdiction in which the Program is obtained. In particular, but without limitation, the Program may not be exported or re-exported (including, without limitation, any download or delivery): (i) into (or to a national or resident of) any U.S. embargoed country; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By downloading or using the Program, you represent and warrant that you are not located in, under control of, or a national or resident of any country to which export is prohibited or on any list maintained by the U.S. government prohibiting delivery of the Program to you.

7. The laws of the State of Illinois will govern this Agreement without reference to its conflicts of law principles. Except for actions for equitable relief or collection by EI, any legal actions, suits or proceedings arising out of this Agreement (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the state courts of McHenry County, Illinois or the United States District Court for the Northern District of Illinois, and, except for actions for equitable relief, the parties to this Agreement hereby accept and submit to the personal jurisdiction of these Illinois courts with respect to any legal actions, suits or proceedings arising out of this Agreement. **THE PARTIES AGREE THAT THIS AGREEMENT SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND THAT ENGLISH IS THE GOVERNING LANGUAGE OF THIS AGREEMENT.** Licensee may not assign this Agreement or any of the rights granted in this Agreement without the prior written consent of EI. This paragraph 6 will survive any termination or expiration of this Agreement.

You have read and agree to the terms of this Agreement and hereby agree to be bound by all of its terms and conditions.

Please Sign and Date Here.

[Signature] 11/20/06
Signature Date

E.E.C (Elite Entertainment Consultants)
Print Name of Company

184 RIVERVIEW RD, RIVERVIEW NJ, 07070
Print Address

PRESIDENT
Print Title (if applicable)

Initials CR

FILED FOR COURT USE ONLY

LOS ANGELES SUPERIOR COURT

SEP 29 2009

JOHN A. CLARKE, CLERK BY MARY GARCIA, DEPUTY

CASE NUMBER: BC 422728

JUDGE: DEPT:

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street address, telephone number, and address): Lawrence Y. Iser (SBN 094611) Gregory S. Gabriel (SBN 239902) Kinsella Weitzman Iser Kump & Aldisert LLP 808 Wilshire Boulevard, 3rd Floor Santa Monica, CA 90401 TELEPHONE NO.: (310) 566-9800 FAX NO.: (310) 566-9850 ATTORNEY FOR (Name): Plaintiffs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District

CASE NAME: Elite Entertainment, et al v. Ticketmaster, et al

CIVIL CASE COVER SHEET [X] Unlimited (Amount demanded exceeds \$25,000) [] Limited (Amount demanded is \$25,000 or less) [] Counter [] Joinder Complex Case Designation Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case: Auto Tort, Contract, Provisionally Complex Civil Litigation, Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort, Real Property, Enforcement of Judgment, Non-PI/PD/WD (Other) Tort, Unlawful Detainer, Miscellaneous Civil Complaint, Employment, Judicial Review, Miscellaneous Civil Petition

2. This case [] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management: a. [] Large number of separately represented parties d. [] Large number of witnesses b. [] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court c. [] Substantial amount of documentary evidence f. [] Substantial postjudgment judicial supervision 3. Remedies sought (check all that apply): a. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [X] punitive 4. Number of causes of action (specify): Nine 5. This case [] is [X] is not a class action suit. 6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 29, 2009 Lawrence Y. Iser (SBN 094611) (TYPE OR PRINT NAME) [Signature] (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions. File this cover sheet in addition to any cover sheet required by local court rule. If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding. Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SHORT TITLE: Elite Entertainment, et al v. Ticketmaster, et al

CASE NUMBER

BC 422728

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL _____ HOURS/ 7 DAYS

Item II. Select the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to Item III, Pg. 4):

- Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.
- Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.
- Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (See Column C below)

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.	
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.	
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.	
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.	

Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Unlawful Detainer

Judicial Review

SHORT TITLE: Elite Entertainment, et al v. Ticketmaster, et al

CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Elite Entertainment, et al v. Ticketmaster, et al	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review (Cont'd.)	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ / Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
<input type="checkbox"/> A6100 Other Civil Petition	2., 9.		

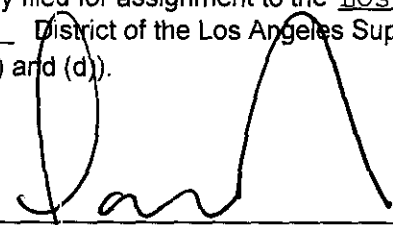
SHORT TITLE: Elite Entertainment, et al v. Ticketmaster, et al	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE			ADDRESS:
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			8800 Sunset Boulevard
CITY: Los Angeles	STATE: CA	ZIP CODE: 90069	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Los Angeles Superior Court courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: September 29, 2009



 (SIGNATURE OF ATTORNEY/FILING PARTY)
 Lawrence Y. Iser, Esq.

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.