

I. TEXAS RULE 47 STATEMENT OF MONETARY RELIEF SOUGHT

1. Plaintiff prefers to have this Honorable Judge or jury determine the fair amount of compensation for Plaintiffs' damages, and Plaintiffs' place the decision regarding the amount of compensation to be awarded in this Honorable Judge or jury's hands. However, pursuant to Rule 47 of the Texas Rules of Civil Procedure, Plaintiff is required to provide a statement regarding the amount of monetary relief sought. Plaintiff seeks monetary relief over \$20,000.00 but not more than \$1,000,000.00.

II. DISCOVERY CONTROL PLAN

2. Plaintiffs intend to conduct discovery under Discovery Level 2 in accordance with Texas Rules of Civil Procedure.

III. PARTIES AND SERVICE

3. Plaintiff Danielle Kennison's place of residence is in Conroe, Texas.
4. Plaintiff Christina Soliz's place of residence is in Tyler, Texas.
5. Plaintiff Summer Brewer's place of residence is in Longview, Texas.
6. Plaintiff Sydney Sonnier's place of residence is in Houston, Texas.
7. Plaintiff Margret Wilmoth's place of residence is in San Antonio, Texas.
8. Plaintiff Mary Larson's place of residence is in Dallas, Texas.
9. Plaintiff Tiam Levya's place of residence is in Plano, Texas.
10. Defendant **Ticketmaster L.L.C.** is a foreign limited liability company wholly owned subsidiary of Live Nation Entertainment, Inc. doing business in the State of Texas who may be

served through its registered agent, Corporate Creations Network Inc., located at 5444 Westheimer, #1000, Houston, TX 77056, or wherever it may be found.

Issuance of citation is requested at this time.

11. Defendant **Live Nation Entertainment, Inc.** is a foreign for-profit corporation doing business in the State of Texas who may be served through its registered agent, Corporate Creations Network Inc., located at 5444 Westheimer, #1000, Houston, TX 77056, or wherever it may be found.

Issuance of citation is requested at this time.

12. Defendant **SeatGeek, Inc.** is a foreign for-profit corporation doing business in the State of Texas who may be served through its registered agent, United Corporate Services, Inc., located at 815 Brazos Street, Ste. 500, Austin, TX 78701, or wherever they may be found.

Issuance of citation is requested at this time.

13. Defendant **DALLAS COWBOYS FOOTBALL CLUB, LTD.** is a domestic limited partnership doing business in the State of Texas who may be served through its registered agent, C T Corporation System, located at 1999 Bryan St., Ste. 900, Dallas, TX 75201, or wherever they may be found.

Issuance of citation is requested at this time.

14. Defendant **HARRIS COUNTY SPORTS & CONVENTION CORPORATION** is a foreign for-profit corporation doing business in the State of Texas who may be served through its registered agent, Ryan Walsh, located at One NRG Park, Houston, TX 77054, or wherever they may be found.

Issuance of citation is requested at this time.

15. In the event any parties are misnamed or not included herein, it is Plaintiffs' contention that such was a "misnomer" and/or such parties are/were "alter egos" of parties named herein.

IV. JURISDICTION

16. This Court has jurisdiction as Plaintiffs' damages are within the jurisdictional limits of this Court.

V. VENUE

17. Venue is proper in Dallas County, Texas, pursuant to the Texas Civil Practice and Remedies Code.

VI. FACTS

18. This case concerns the anticompetitive conduct of Ticketmaster, Live Nation, and all other named Defendants to impose higher prices on music concert attendees in the presale, sale, and resale market. This included Taylor Swift fans, who experienced a well-publicized ticket sale disaster that occurred on November 15 and 16, 2022. The disaster continued with the cancellation of general sale tickets, scheduled for November 18, 2022. All subsequent sales of Taylor Swift tickets have been plagued by the same or near-same issues, as have all other major music performance sales since November 15, 2022.

19. Based on information and belief, Ticketmaster has effectuated this anticompetitive scheme by forcing fans of musicians to use Ticketmaster exclusively for presale and sales, at prices that exceed what a competitive market would dictate. Ticketmaster and Live Nation also have control over their supposed competitors, who charge prices in line with Ticketmaster and Live Nation's wishes.

20. Ticketmaster has also forced attendees to exclusively use Ticketmaster’s “Secondary Ticket Exchange”—i.e., the platform Ticketmaster operates for the resale of concert tickets. Defendants have undertaken this anticompetitive conduct for the purpose of obtaining service fees and profits that they could not earn in a competitive market for secondary ticket services, referred to herein as the “Secondary Ticket Services Market.” Defendants’ anticompetitive behavior has substantially harmed and will continue to substantially harm Taylor Swift fans, as well as competition in the ticket sales market and the Secondary Ticket Services Market. All Defendants profited from this arrangement as this led to above market value prices.

21. Taylor Swift, a global superstar and AMA’s most-awarded artist of all time, herself or through Taylor Swift Management contracted with Ticketmaster for venues regarding Taylor Swift’s “The Eras” Tour. This tour is her first since the pandemic. “*Love Fest*,” her 2020 tour, was canceled due to the COVID-19 pandemic. As one of the most, if not the most, iconic artists in the world, millions of fans attempted to purchase tickets to “The Eras” Tour.

22. Based on information and belief, at all times, Ticketmaster controlled the registration and access to Taylor Swift’s “The Eras” Tour tickets. Ticketmaster announced registration for the TaylorSwiftTix presale during November 1-9, 2022. This announcement guaranteed a “leveling the playing field without racing against bots-for ticket access”. This announcement also promised preferred access for “*Love Fest*” purchasers to participate in this sale as “verified” fans. In order to access this sale, registration was required via the same Ticketmaster Account as the “*Love Fest*” purchase.

23. Based on information and belief, before Defendants’ unlawful conduct caused harm in the Secondary Ticket Services Market, they had been active principally in the sale of primary or first-

sale Taylor Swift tickets, where they also has harmed Plaintiffs. The term “Primary Ticket Market” refers to the market for the primary or first sale of concert tickets, and a “Primary Ticket Platform” is the platform for selling and distributing concert tickets.

24. Based on information and belief, Ticketmaster has made agreements with the stadiums in every location of the Taylor Swift tour, including AT&T Stadium in Arlington, Texas, owned by Defendant DALLAS COWBOYS FOOTBALL CLUB, LTD. and NRG Stadium in Houston, Texas, owned by Defendant HARRIS COUNTY SPORTS & CONVENTION CORPORATION, as well as an agreement with Defendant SeatGeek.

25. Such stadiums are the only venues able to hold large concerts. Because no other venues can hold half as many people as the stadiums and venues working through Ticketmaster, Taylor Swift and other popular musicians have no choice but to work through Ticketmaster. And because artists like Taylor Swift have to go through Ticketmaster, their fans do as well. This means virtually all major music concert ticket sales in Texas and the United States go through Ticketmaster’s Primary Ticket Platform.

26. Based on information and belief, Ticketmaster has also expanded into the secondary ticket market. For years, scalpers have been a problem in the secondary market. Ticketmaster has stated that it has taken steps to address this issue, but in reality, has taken steps to make additional profit from the scalped tickets. Ticketmaster forces purchases of tickets from its site to use only Ticketmaster’s Secondary Ticket Exchange for the resale of those tickets. Ticketmaster then gets the higher fees paid by fans who have no choice but to pay for the “right” to use the Ticketmaster Secondary Ticket Exchange platform. By doing so, it has strived and succeeded in removing competition from both the Primary and Secondary markets. This has gained inflated revenues

otherwise unavailable to it. Instead of competition, Ticketmaster has conspired with stadiums to force fans to buy more expensive tickets that Ticketmaster gets additional fees from every time the tickets are resold.

27. Ticketmaster had violated previously violated the terms of its merger with Live Nation in 2019 after it had retaliated against concert venues that chose ticketing companies other than Ticketmaster. Based on information and belief, Ticketmaster has continued this behavior despite increased judicial scrutiny.

28. Based on information and belief, the central components of Ticketmaster's scheme are as follows. First, stadium venues contractually require that the resale of concert tickets be effectuated only through Ticketmaster's Secondary Ticket Exchange. These venues have enforced and continue to enforce this requirement, while Ticketmaster continues to allow scalpers to buy up tickets over buyers who actually plan to attend the performance. Ticketmaster allows transferring tickets but buying tickets this way means a buyer needs to send a ticket reseller money and hope they aren't being scammed and get the ticket. Because of how risky buying resold tickets outside of Ticketmaster is, Ticketmaster has left itself as the only real choice for buying tickets.

29. On November 14, 2022, "verified" fans of the TaylorSwiftTix presale were sent a code, as well as a link via text to the cell phone associated with the Ticketmaster registration. The text encouraged login via desktop over using a cell phone. Based on information and belief, however, thousands of "verified" fans were not sent codes or sent codes that did not work.

30. Based on information and belief, on November 15, 2022, millions of "verified" fans that had received codes were unable to purchase tickets. This was the result of the excessive distribution

of codes and the addition of 14 million non-verified Ticketmaster users that were allowed access to the TaylorSwiftTix presale.

31. Ticketmaster also offered a presale for Taylor Swift's "The Eras" Tour tickets via email for Capital One cardholders. The link associated with this sale opened to Ticketmaster. The same registration was required. The last six digits of the Capital One cardholder's account would be used as the code to access ticket sales on November 16, 2022, at 2:00 pm local venue time.

32. Millions of fans waited up to eight hours and were unable to purchase tickets as a result of insufficient ticket releases and other issues similar to the prior presale.

33. Ticketmaster had advertised a general ticket sale to Taylor Swift's "The Eras Tour" to begin on November 18, 2022. Ticketmaster canceled the general sale on November 17, 2022, citing insufficient quantity of remaining tickets.

34. Based on information and belief, Ticketmaster intentionally and purposefully misled ticket purchasers by allowing scalpers and bots access to TaylorSwiftTix presale.

35. Based on information and belief, Ticketmaster intentionally and purposefully misled TaylorSwiftTix presale ticketholders by providing codes to 1.4 million "verified" fans with the option of purchasing six tickets each to three venue locations. Ticketmaster did not have enough seats to meet the demand this number of codes would require. Ticketmaster intentionally provided codes when it could not satisfy ticket demand.

36. Based on information and belief, Ticketmaster intentionally and knowingly partnered with Capital One for presale and advertising tickets. Ticketmaster released less than ten percent of the venues' seating capacity for this sale, resulting in millions denied access to even a single ticket.

37. Based on information and belief, Ticketmaster intentionally and knowingly allowed scalpers and bots access to both ticket sales.

38. Based on information and belief, Ticketmaster intentionally and knowingly scheduled a general sale of tickets knowing they would not have the quantity necessary to effectuate the sale.

39. Based on information and belief, Ticketmaster allowed tickets to be resold during the TaylorSwiftTix presale. And Ticketmaster allowed tickets to be resold during the TaylorSwiftTix presale as if the tickets were at face value negotiated by Taylor Swift or Taylor Swift Management, when in fact they were double or triple the negotiated price or more. Ticketmaster was eager to allow this arrangement, as it gets paid additional fees every time a ticket is resold. And Ticketmaster restricts official resales to its own Secondary Resale Market.

40. Based on information and belief, Ticketmaster intentionally and knowingly allowed TaylorSwiftTix presale purchasers to purchase VIP tickets knowing that the mailed portion of the VIP package would be voided and never reach the fan.

41. Based on information and belief, Ticketmaster intentionally and knowingly sold obstructed view tickets without purchasers knowing that the tickets were obstructed.

42. Based on information and belief, Ticketmaster intentionally, knowingly, and oppressively required signatures on a waiver that the purchaser was not provided adequate time to read, contemplate, or negotiate. This is illustrated in the millions of fans making multiple failed attempts at ticket check-out to finish the purchase because tickets had been removed from their basket without adequate time to check out and purchase tickets.

43. Based on information and belief, Ticketmaster knowingly and intentionally allowed tickets to be removed from a purchases basket/order before being allowed adequate time to review waiver, release, and complete purchase.

44. Based on information and belief, Ticketmaster allowed bots and scalpers to remove tickets from a fan's basket without being allowed adequate time to complete the sale.

45. Based upon information and belief, Ticketmaster removed numerous tickets directly to the Secondary market without ever listing them in the Primary market in order to artificially drive up prices.

46. Based on information and belief, Ticketmaster allowed ADA-compliant seats to be sold without verification of disability or need, thus depriving individuals with disabilities access ADA compliant seats.

47. The policy and spirit of the Texas antitrust laws are to promote the free play of competitive market forces and the lower prices to consumers that result. Ticketmaster is the dominant online venue for concert presale, sale, and resale in the United States, has violated the policy, spirit, and letter of those laws by imposing agreements and policies at the retail and wholesale level that have prevented effective price competition across a wide swath of online ticket sales.

48. Based on information and belief, Ticketmaster claims these agreements and policies improve customer experiences and keep ticket prices down. This is in spite of the massive number of customer complaints Ticketmaster receives every day, the dramatic increase in ticket prices since Ticketmaster achieved monopoly power, and the excessive service fees Ticketmaster attaches that are far higher than service fees for any similar service in other markets. Ticketmaster is a monopoly that is only interested in taking every dollar it can from a captive public.

49. Based on information and belief, Ticketmaster has continued this behavior to this very day to benefit of all Defendants at the expense of the ticket-buying public, including Plaintiffs.

50. Texas antitrust laws are concerned with protecting market competition and preventing a single, dominant company from setting overly prices because of its lack of competitors. Ticketmaster has allied with stadiums to entrench its dominance to harm consumers in Texas and across the United States.

51. Ticketmaster is the largest ticketing company and the dominant provider of Primary Ticket Platform services in the U.S. with 2014 revenues of approximately \$1.55 billion. Ticketmaster, through its TicketExchange, TicketsNow, and TM+ brands, also provides Secondary Ticket Exchange services in the U.S. Ticketmaster also merged with Live Nation in 2010 to gain even greater market dominance.

52. Ticketmaster has been the exclusive provider of Primary Ticket Platform services for concert venues for many years and is the exclusive Secondary Ticket Exchange partner for most if not all of them. As discussed more fully below, as part of the exclusive Secondary Ticket Exchange partnership that Ticketmaster has with these concert venues, Ticketmaster is promoted as the only “official” Secondary Ticket Exchange and refuses to allow any other Secondary Ticket Exchange to integrate technically with Ticketmaster’s Primary Ticket Platform. In addition, Ticketmaster is the only “authorized” channel through which Taylor Switch ticket holders may sell or transfer their tickets.

C. DOE defendants and co-liability

53. Plaintiffs are unaware of the true identity, nature, and capacity of each of the defendants designated DOES 1 through 100. Plaintiffs are informed and believes and thereon alleges that each

of these Defendants is in some way responsible for the damages and injuries alleged in the complaint. Plaintiffs are further informed and believes and thereon alleges that DOES 1 through 100 include but are not limited to the following: various persons, firms, corporations, organizations, and/or other business entities, that have participated as co-conspirators in the conduct, acts, omissions, and violations alleged herein as the basis for liability and have performed acts in furtherance of these conspiracies.

54. At all times material to the allegations of this complaint each of the defendants was the agent, co-conspirator or alter-ego, and in these or other capacities participated in or had some responsibility for the acts, of each of its codefendants, including both named and DOE Defendants, and in doing the things hereinafter alleged was acting within the course and scope of such agency and/or employment and with the permission and consent of all their Co-Defendants. As such, unless expressly stated to the contrary, all references to any defendant herein shall be deemed to include each and every other defendant, including DOES.

VII. BREACH OF CONTRACT

A. Breach of Contract During the Presale

55. Plaintiffs reallege and incorporate by reference each and every other paragraph of this complaint as if fully set forth here.

56. Plaintiffs entered into a Contract with Ticketmaster on November 15, 2022, setting forth the covenants, conditions, and terms of the parties' agreement. The material terms of the contract include, but are not limited to, the following: Defendants agreed that, in exchange for Plaintiffs purchasing a significant amount of merchandise and/or in exchange for their purchase of the canceled "Lover's Fest" tickets, Plaintiffs would be entitled to participate in the presale of "The

Eras” tour tickets. Only those individuals who satisfied either of these conditions would be allowed into the presale via a code as a “verified” fan. Plaintiffs relied upon and accepted such terms and conditions, thereby purchasing merchandise and/or accepting the benefit from the canceled “Lover’s Fest.”

57. Plaintiffs have performed all obligations to Ticketmaster except those obligations Plaintiffs were prevented or excused from performing.

58. Ticketmaster breached the Contract by failing to actually provide the proper presale it promised. It did not exclude those without codes. It did not give out codes to those who qualified. And it did not give those with codes the fair chance to get a ticket they were entitled to. Plaintiffs and Ticketmaster had an agreement leading up to the presale that made a contract and Ticketmaster violated it to Plaintiffs’ detriment.

59. Plaintiffs sustained damages proximately caused by Ticketmaster under this cause of action in the amount of thousands of dollars.

B. Breach of Contract After Ticket Purchase

60. Plaintiffs reallege and incorporate by reference each and every other paragraph of this complaint as if fully set forth here.

61. Plaintiffs entered into a Contract with Ticketmaster on or around November 15, 2022, setting forth the covenants, conditions, and terms of the parties’ agreement. The material terms of the contract include, but are not limited to, the following: In exchange for a stated price, a Plaintiff who completed a purchase online would receive tickets for that price. However, in breach of that

contract, ticket prices increased during Plaintiffs' purchases in breach of the contract for the purchase of such tickets at a lower stated price.

62. Plaintiffs paid money to Ticketmaster directly or indirectly through Ticketmaster's secondary market to receive tickets. By purchasing these tickets, Plaintiffs were buying the ability to see the Taylor Swift "The Eras" tour in a specific location and seat. Plaintiffs paid money that was good consideration for this Contract.

63. Plaintiffs performed all obligations to Ticketmaster. They then received tickets from Ticketmaster directly or indirectly.

64. Ticketmaster breached the Contract by unjustly and unlawfully taking tickets away from certain Plaintiffs weeks and months after purchase. Ticketmaster has given no reason why it took tickets from Plaintiffs' accounts, and many Plaintiffs have not even received a refund for their tickets. Ticketmaster and the other Defendants also breached their contract by providing tickets that do not comport with what Plaintiffs paid for.

65. Plaintiffs sustained damages proximately caused by Ticketmaster under this cause of action in the amount of thousands of dollars each.

VIII. FRAUD

66. Plaintiffs reallege and incorporate by reference each and every other paragraph of this complaint as if fully set forth here.

67. Ticketmaster made false representations, promises and statements to Plaintiffs about the presale for Taylor Swift tickets at and before the time of such presale. More particularly, such misrepresentations and false promises included, among other things, how to and who could get

“codes” and/or otherwise establish themselves as “verified” fans, how best to get tickets, and who could participate in the presale.

68. Regarding codes, Ticketmaster made representations it knew were false and promises it had no intention of performing. Among other things, Ticketmaster claimed that only those with codes would be able to join the presale, but millions of buyers without codes were able to get tickets. Many of those without codes were scalpers, and Ticketmaster benefited from scalped tickets as they must be resold on Ticketmaster, which gets an additional fee.

69. One of the ways buyers such as Plaintiffs could be “verified” was by spending a certain amount of money on official Taylor Swift merchandise. Ticketmaster made out that spending enough would get a buyer a code and they would have a fair chance to get a ticket. Neither statement was true; Ticketmaster did not give everyone a code that it said was entitled to one. It arbitrarily denied codes, even though many Plaintiffs had paid good money to qualify for a code in reliance on Ticketmaster’s promises. By misleading Plaintiffs, Ticketmaster was able to get Plaintiffs and many other hopeful ticket purchasers to buy merchandise, and Ticketmaster benefitted thereby due to its agreements with the merchandise sellers.

70. By providing “codes” and describing how fans could become “verified,” Ticketmaster led prospective purchasers, including Plaintiffs, to believe that they would have a greater likelihood of acquiring tickets by obtaining a code and/or becoming verified, causing Plaintiffs to part with money in reliance on such promises and representations. Yet, Ticketmaster failed to disclose that it had sent more codes than it could accommodate with tickets.

71. Ticketmaster purported to give additional instructions on how to get tickets. Among other things, it warned buyers, including Plaintiffs, not to use their phones to purchase tickets from its

site. Ticketmaster instead advised using a laptop or desktop computer. However, not only were phone users able to get tickets, they also got them ahead of those on computers.

72. Ticketmaster made similar promises and representations to buyers of the canceled Taylor Swift “*Lover Fest*” tour – e.g., that their purchases for that prior tour would advantage them in acquiring tickets for The Eras tour. By making similar promises to these buyers, which included some Plaintiffs, Ticketmaster was able to appease any issue these buyers and Plaintiffs had with Ticketmaster’s handling of the prior tour following its cancellation due to COVID-19.

73. Ticketmaster further reserved tickets for the Capital One sale, a promotion by which it caused prospective purchasers to believe that participating in that program would increase their chance of getting tickets. However, the promotion suffered many of the same issues as the presale. It did not have enough tickets to supply those attempting to purchase through the Capital One program and did not inform prospective purchasers before they parted with value to participate in it. Nor during the Capital One sale did Ticketmaster limit ticket sales solely to Capital One cardholders.

74. Ticketmaster made the foregoing representations and promises knowing they were false and without any intent to perform them. Ticketmaster intended to induce Plaintiffs and other buyers to rely on its false representations and promises by taking steps that inured to their detriment but to the benefit of Ticketmaster.

75. Ticketmaster knew the obstacles it would face in the Taylor Swift presale and the Capital One sale. Yet, it concealed them from prospective purchasers, including Plaintiffs. It did so intending that Plaintiffs would participate in these events and part with consideration in reliance

on them functioning smoothly and giving Plaintiffs an enhanced likelihood of acquiring tickets when in fact the opposite occurred, as Ticketmaster knew it would.

76. Plaintiffs reasonably relied upon Ticketmaster's material representations and promises, which Ticketmaster made knowing them to be false and without any intent actually to perform them. Had Plaintiffs known the true facts, or that Ticketmaster never intended to perform their promises, Plaintiffs would not have parted with the additional consideration that Ticketmaster had led them to believe would give them an advantage in acquiring Taylor Swift tickets.

77. Plaintiffs each sustained damages proximately caused by Ticketmaster under this cause of action in the amount of thousands of dollars, which is a reasonable value.

78. Ticketmaster made the foregoing false misrepresentations and promises intentionally and maliciously to take advantage of Plaintiffs and deprive them of their right to have chosen how to act freely based on information that Ticketmaster should have made available to them truthfully and completely. Ticketmaster's acts and omissions as stated herein thus constitute fraud, oppression and/or malice as defined in Texas Business and Commerce Code § 27.015, entitling Plaintiffs to recover, in addition to actual damages, punitive damages adequate in light of its net worth to make an example of and to punish Ticketmaster, in an amount to be proven at trial.

IX. NEGLIGENT MISREPRESENTATION

79. Plaintiffs reallege and incorporate by reference each and every other paragraph of this complaint as if fully set forth here.

80. With the participation of and expectation of benefit by Live Nation, its stadiums and others including AT&T Stadium and NRG Stadium, Ticketmaster made the promises and representations

set forth in the Petition above with no reasonable basis to believe their truth and reasonably expecting Plaintiffs to rely upon them by parting with value.

81. Defendants in fact did cause Plaintiffs to rely on their false promises and representations by parting with value exactly as Defendants had expected, for their own benefit and to the detriment of Plaintiffs, as Plaintiffs did not know the falsity of the promises and representations at the time Defendants made them.

82. As a direct and proximate result of their justifiable reliance on the false representations and promises made and/or aided and abetted by Defendants, Plaintiffs each suffered damages in the thousands of dollars.

X. NEGLIGENCE

83. Plaintiffs reallege and incorporate by reference each and every other paragraph of this complaint as if fully set forth here.

84. From the fan's purchase of a ticket through their attendance at an event, Ticketmaster and Live Nation dominate the entire concert-going experience in the United States. They hold themselves out as leaders in their field and claim to provide superior service to all concert-goers starting with their ticket purchases. They do this in conjunction with all named Defendants in this lawsuit, and with other venues and stadiums across the country.

85. Ticketmaster knows well the issues it and legitimate ticket buyers face with bots, scalpers and other unauthorized traffic on its ticket sales platform. It owes buyers a duty of reasonable care to allow them to use the platform for the purpose for which Ticket master provides it, and for the

platform to function properly and not cause unreasonable delay, fail to process user input accurately (or at all) or “crash” altogether.

86. Since its online ticket sales technology constitutes the essence of its business, Ticketmaster should foresee the need to protect it from bot attacks and other unauthorized uses that impede or prevent its functioning. Yet, Ticketmaster has failed to use reasonable care and employ the types of tools routinely used by other online sellers which Ticketmaster has the means itself to create or acquire with a capacity robust enough to accommodate the traffic, authorized or not, that Ticketmaster as an online seller of 70-80% of all concert tickets in the marketplace reasonably knows exists on its platform in general and should readily foresee with respect to a major performer such as Taylor Swift in particular who has not toured in years.

87. Ticketmaster not only has breached its duty of care to maintain its platform adequately for its intended use by ticket buyers, it appears to have ceded that responsibility to third party data security providers such as Amazon by using that vendor’s CloudFront product but without expending the sums necessary for a version of that product that has sufficient capacity to deal with the issues that Ticketmaster reasonably should know its platform faces. Moreover, Ticketmaster has allowed other third parties, such as Klarna and Monetate, to run software on its platform that may impede its functioning and which gathers data behind the scenes for Ticketmaster to use, sell or otherwise monetize the personal information of ticket purchasers without their knowledge and for the benefit of itself and of its parent Live Nation, both of whom also benefit from the increased ticket prices that its poor performing technology causes users to pay to be done with their frustrating online experience.

88. As a direct and proximate result of the negligent failure of defendants Ticketmaster and Live Nation to use reasonable care in their interaction with them as prospective Taylor Swift concert ticket purchasers, Plaintiffs each have suffered economic damages in the thousands of dollars, as well as noneconomic damages for pain, suffering, loss of time, emotional distress and invasion of privacy, among other things, in amounts subject to proof at trial.

XI. ANTITRUST VIOLATIONS

89. Plaintiffs reallege and incorporate by reference each and every other paragraph of this complaint as if fully set forth here.

90. Ticketmaster, including in concert and collusion with AT&T Stadium (through DALLAS COWBOYS FOOTBALL CLUB, LTD.) and NRG Stadium (HARRIS COUNTY SPORTS & CONVENTION CORPORATION), SeatGeek, and its own parent, Live Nation, has coordinated efforts to foreclose competition in the Primary Ticket Market and the Secondary Ticket Services Market, in violation of the Texas Free Enterprise and Antitrust Act, TEX. BUS. & COM. CODE §§ 15.01-15.22, and the Texas Constitution. Ticketmaster has been able to accomplish this violation, including with AT&T Stadium and NRG Stadium, because of the individual and collective market power that Live Nation and Ticketmaster wield over the sale of Taylor Swift tickets through Primary Ticket Platforms.

91. As set forth in greater detail below, Ticketmaster and Live Nation together conduct themselves as a “trust” defined in and made illegal by Texas law, and involve therein third parties such as AT&T Stadium and NRG Stadium that agree to participate in Ticketmaster’s illegal activities. Ticketmaster requires venues, and those such as AT&T Stadium and NRG Stadium agree, to use Ticketmaster’s Primary Ticket Platform exclusively for the initial sale of concert

tickets and did so specifically as to such tickets for Taylor Swift's The Eras tour. Ticketmaster then forces ticket holders to use Ticketmaster as their exclusive provider of Secondary Ticket Exchange services from which it derives additional revenue. Ticketmaster's practices have achieved and will achieve no legitimate efficiency benefits to counterbalance their demonstrated anticompetitive effects, including the foreclosure of competition in the Primary and Secondary Ticket Services Market and the unjust enrichment of Ticketmaster.

A. *FIRST ANTITRUST CLAIM- UNLAWFUL TYING*

92. Plaintiffs reallege and incorporate by reference each and every other paragraph of this complaint as if fully set forth here.

93. Ticketmaster's conduct in foreclosing competition in the Secondary Ticket Services Market for Taylor Swift tickets constitutes an illegal tying arrangement in violation of Texas Law. A tying arrangement is a conditional selling dependent on the purchase of another product or service.

94. The Primary Ticket Market and the Secondary Ticket Services Market are distinct and separate markets. Taylor Swift and other touring musician tickets sold in the Primary Ticket Market and Secondary Ticket Exchange services are distinct products.

95. Ticketmaster possesses substantial market power over the sale of Taylor Swift and other touring musician tickets in the Primary Ticket Market. For those seeking to purchase primary Taylor Swift tickets, there is no other option but to make these purchases through Ticketmaster's Primary Ticket Platform, at the price set by Ticketmaster, and on Ticketmaster's terms.

96. Ticketmaster and all the venues part of Taylor Swift's upcoming tour, including AT&T Stadium and NRG Stadium, have agreed to and do mandate that all Taylor Swift tickets sold in the Primary Ticket Market are not resold in the Secondary Ticket Services Market other than through Ticketmaster's Secondary Ticket Exchange. Ticketmaster has actually canceled or threatened to cancel tickets in other cases unless ticket holders agree to use Ticketmaster exclusively for Secondary Ticket Exchange services. Ticketmaster has also previously revoked or threatened to revoke its continued sale of primary tickets to season ticket holders who are identified as reselling their primary tickets through any Secondary Ticket Exchange provider other than Ticketmaster. Thus, Ticketmaster is tying the sale of Taylor Swift tickets sold in the Primary Market to Ticketmaster's Secondary Ticket Exchange services for the resale of Taylor Swift tickets. As a result of this tying arrangement, Taylor Swift ticket holders, who would otherwise prefer the Secondary Ticket Exchange services of providers other than Ticketmaster, including those offered by StubHub, have been forced to use Ticketmaster for Secondary Ticket Exchange services.

97. This tying arrangement – which has been reinforced and strengthened by the exclusive marketing, promotion, and integration of Ticketmaster for Secondary Ticket Exchange services by the concert venues, including AT&T Stadium and NRG Stadium – has substantially foreclosed other Secondary Ticket Exchange providers from competing in the Secondary Ticket Services Market, thereby affecting a not insubstantial volume of commerce. It has harmed and will continue to harm competition in that market by forcing Taylor Swift ticket buyers and sellers in the Secondary Ticket Services Market to pay artificially high fees and by reducing the quantity and quality of secondary Taylor Swift tickets available for sale in the Secondary Ticket Services Market and has reduced the quantity of tickets actually sold in the Secondary Ticket Services Market.

98. Ticketmaster also created a tying arrangement regarding the presale of tickets for Taylor Swift's "The Eras" tour in the Primary Ticket Services Market.

99. In order for potential buyers to be able to purchase tickets during the presale, they needed to be a "verified" Taylor Swift fan. Buyers could prove their verification status by having tickets to Taylor Swift's prior tour, "Lover Fest", which was canceled due to COVID-19. The other way to obtain verification was for a buyer to buy a non-insignificant amount of Taylor Swift merchandise. There was no cost-free way for a buyer to become verified, purchase of additional, separate items was required to be "verified". Once verified, a buyer would be given a code. This code was supposed to be the only way to buy tickets during the presale.

100. On the day of the presale, it became clear that getting tickets during the presale would be the only real way to get tickets from the Primary Ticket Services Market. Without engaging in the tying arrangement Ticketmaster had with the prior tour or the merchandise, it would have been impossible for non-verified buyers to get tickets. With 1.4 million codes allowing a buyer to get up to 6 tickets, there were not going to be any tickets left after the pre-sale. Even if the sale of Taylor Swift tickets had gone as planned, buyers were being forced to pay additional fees just to have the chance of buying tickets.

101. There are no legitimate business justifications or efficiencies for either of Ticketmaster's tying arrangements that counterbalance their demonstrated anticompetitive effects.

102. This tying arrangement constitutes a violation of Texas Law. As a result of Ticketmaster's illegal tying arrangements, Plaintiffs have been and will continue to be injured in their property in an amount not presently known with precision, but which is, at minimum, thousands of dollars per Plaintiff before mandatory trebling.

103. Pursuant to Texas Law, Plaintiffs have the right to recover the fees of their attorneys they reasonably incur in this action, according to proof, as well as interest on their actual damages at the statutory rate.

104. Defendants' illegal tying arrangements violate obligations to Plaintiffs not arising from contract and constitute willful misconduct that is fraudulent, oppressive and/or malicious so as to entitle Plaintiffs, in addition to trebled actual damages, punitive damages to make an example of and to punish Defendants in an amount to be proven at trial.

B. SECOND ANTITRUST CLAIM- Exclusive Dealings

105. Plaintiffs reallege and incorporate by reference each and every other paragraph of this complaint as if fully set forth here.

106. Ticketmaster's conduct has allowed it to control the supply of tickets to music concerts. In order for artists like Taylor Swift to sell to buyers wanting to see them in concert, the buyers and artists must go through Ticketmaster. This has forced both groups into exclusive dealings with Ticketmaster that lessened competition as well as created and strengthened Ticketmaster's monopolistic power, which violates Texas Law.

107. Ticketmaster has dominant, monopolistic power in the market of Primary and Secondary Ticket Sales markets. Ticketmaster currently controls over 70% of this market. Ticketmaster's high market share as well as its agreements with concert venues have given it extreme power. While a small percentage of concert venues use other providers, for most Texans and Americans, Ticketmaster is the only provider available.

108. Ticketmaster's forced exclusive dealings, and the willing complicity therein by venues such as AT&T Stadium and NRG Stadium, have allowed it to charge above-market prices and excessive fees while preventing competition against them. In markets without a singular, monopolistic company, charging prices and fees like Ticketmaster would be impossible. And Ticketmaster does not do anything to justify these higher costs. Ticketmaster's service is not superior or reliable; the massive disaster of the Taylor Swift presale is evidence enough of this. Ticketmaster does not charge high prices to give a better service, it charges higher prices because it has no real competition and wants to take every dollar it can from buyers.

109. The foreclosure of competition has led to increased prices and/or decreased output and has harmed competition.

110. There is no legitimate business justification or efficiency gained for these exclusive dealings. All it does it take money from the hands of artists and buyers and into the hands of Ticketmaster, a purely anticompetitive effect that is actionable under Texas Law. As a result, Plaintiffs have been and will continue to be injured in their property.

111. Ticketmaster's antitrust violations have caused substantial economic injury to Plaintiffs in an amount not presently known with precision, but which is, at minimum, thousands of dollars per Plaintiff before mandatory trebling.

112. Pursuant to Texas Law, Plaintiffs have the right to recover the fees of their attorneys they reasonably incur in this action, according to proof, as well as interest on their actual damages at the statutory rate.

113. Defendants' illegal exclusive dealing arrangements violate obligations to Plaintiffs not arising from contract and constitute willful misconduct that is fraudulent, oppressive and/or

malicious so as to entitle Plaintiffs, in addition to actual damages, punitive damages to make an example of and to punish Defendants in an amount to be proven at trial.

C. THIRD ANTITRUST CLAIM- Price Discrimination

114. Plaintiffs reallege and incorporate by reference each and every other paragraph of this complaint as if fully set forth here.

115. Ticketmaster's conduct in changing pricing during sales on its Primary Ticket Platform and manipulation of its Secondary Ticket Services Market for Taylor Swift tickets constitutes price discrimination in violation of Texas Law. Price discrimination involves giving different prices to different buyers the same or comparable goods in the same location.

116. Not all concert tickets are of equal value. Different venues may vary in general admission prices, groups of seats vary in desirability, and some tickets contain VIP benefits. However, seats that have about the same view of the musician, at the same venue, and with the same amount of VIP benefits are essentially equal in value and should be at or a similar price.

117. Under Ticketmaster's dynamic pricing scheme, comparable tickets were sold at radically different prices. Dynamic pricing is when Ticketmaster raises the prices of tickets as more tickets are selling, justifying it as the tickets are more in demand and, and are thus more valuable. Taylor Swift did not opt for dynamic pricing, but Ticketmaster implemented it anyways.

118. Ticketmaster justifies this pricing as meeting demand. However, this argument is nonsensical. Ticketmaster does not raise prices when a large number of people are in a waiting queue to buy tickets, it only raises ticket prices as fewer tickets remain. Rather than "meeting demand", Ticketmaster arbitrarily punishes the people that were unable to get to the front of the

line. Those who buy tickets under dynamic pricing are paying higher prices solely because Ticketmaster has created the flimsiest of excuses to justify anticompetitively taking additional money for itself.

119. Ticketmaster's behavior has not been to the benefit of honest buyers, but to the benefit of scalpers. Ticketmaster failed to stop millions of people without codes from buying during the presale, many of whom were scalpers. And Ticketmaster benefits from scalpers. Ticketmaster gets additional fees every time a ticket is resold, and Ticketmaster is the only place where tickets can be officially resold. Ticketmaster also prevents sellers from charging below a certain price. Ticketmaster has set up a system where scalping is not only allowed, but tacitly encouraged. And Ticketmaster is able to do all of this because of its monopoly power. As a result of Ticketmaster's behavior, Plaintiffs have been and will continue to be injured in their property.

120. Ticketmaster's antitrust violations have caused substantial economic injury to Plaintiffs in an amount not presently known with precision, but which is, at minimum, thousands of dollars per Plaintiff before mandatory trebling.

121. Pursuant to Texas law, Plaintiffs have the right to recover the fees of their attorneys they reasonably incur in this action, according to proof, as well as interest on their actual damages at the statutory rate.

122. Defendants' illegal price discrimination arrangements violate obligations to Plaintiffs not arising from contract and constitute willful misconduct that is fraudulent, oppressive and/or malicious so as to entitle Plaintiffs, in addition to actual damages, punitive damages to make an example of and to punish Defendants in an amount to be proven at trial.

D. FOURTH ANTITRUST CLAIM- Price Fixing

123. Plaintiffs reallege and incorporate by reference each and every other paragraph of this complaint as if fully set forth here.

124. Ticketmaster's conduct of allying with scalpers and venues has amounted to price fixing. Horizontal Price fixing involves competitors allying to set one price for any product, commodity, or service through any agreement to raise, stabilize or otherwise affect prices. This agreement does not need to be formalized.

125. This agreement has allowed Ticketmaster to raise prices above what it would be able to otherwise. Because Ticketmaster has competitors like SeatGeek charge ticket prices at the same cost as Ticketmaster, it prevents buyers from being able to find a cheaper alternative. The only way prices could stay this high for both Ticketmaster and its competitors is through an agreement between them in violation of Texas Law.

126. Ticketmaster has also committed Vertical Price Fixing. Vertical price fixing makes any agreement between a buyer and seller regarding the price at which the buyer resells a product illegal. Ticketmaster has controlled the resale of tickets bought through it. Ticketmaster forces buyers to resell on its platform. And Ticketmaster controls what prices the buyer can resell at. This prevents the price of tickets from falling and forces new buyers to pay higher prices under Dynamic prices. If Ticketmaster did not do this, it might decrease the number of people willing to pay for the monopolistic priced Dynamic Pricing tickets.

127. Ticketmaster's horizontal and vertical price fixing have harmed Plaintiffs, and as a result, Plaintiffs have been and will continue to be injured in their property.

128. Ticketmaster's antitrust violations have caused substantial economic injury to Plaintiffs in an amount not presently known with precision, but which is, at minimum, thousands of dollars per Plaintiff before mandatory trebling.

129. Pursuant to Texas law, Plaintiffs have the right to recover the fees of their attorneys they reasonably incur in this action, according to proof, as well as interest on their actual damages at the statutory rate.

130. Defendants' illegal price fixing arrangements violate obligations to Plaintiffs not arising from contract and constitute willful misconduct that is fraudulent, oppressive and/or malicious so as to entitle Plaintiffs, in addition to actual damages, punitive damages to make an example of and to punish Defendants in an amount to be proven at trial.

E. FIFTH ANTITRUST CLAIM- Group Boycotting

131. Plaintiffs reallege and incorporate by reference each and every other paragraph of this complaint as if fully set forth here.

132. Ticketmaster is also beholden to the agreement it had with the Justice Department, forbidding it from threatening concert venues with losing access to its tours if those venues decided to use ticketing providers other than Ticketmaster. This agreement has been extended to 2025. Despite this agreement, Ticketmaster has continued to engage in group boycotting, where competitors ally together to boycott any specific entity.

133. Ticketmaster has gathered to a group boycott with competitors like SeatGeek in its relevant market to refuse to conduct business with any competitor that does not conform to Ticketmaster's demands. Ticketmaster does this through its monopolistic size and power as well

as its collusion with concert venues. Any competitor of Ticketmaster that does conform to its demands will be barred from doing business with most if not all large concert venues. This has been done to both inflate prices and prevent new competitors from entering the market, all to Ticketmaster's benefit.

134. The Ticketmaster-led group boycotting is a violation of Texas Law and helped keep ticket prices at an above-market price. It also allowed Ticketmaster to force Plaintiffs to buy tickets at these inflated prices to Plaintiffs' harm, and as a result, Plaintiffs have been and will continue to be injured in their property.

135. Ticketmaster's antitrust violations have caused substantial economic injury to Plaintiffs in an amount not presently known with precision, but which is, at minimum, thousands of dollars per Plaintiff before mandatory trebling.

136. Pursuant to Texas law, Plaintiffs have the right to recover the fees of their attorneys they reasonably incur in this action, according to proof, as well as interest on their actual damages at the statutory rate.

137. Defendants' illegal group boycotting arrangements violate obligations to Plaintiffs not arising from contract and constitute willful misconduct that is fraudulent, oppressive and/or malicious so as to entitle Plaintiffs, in addition to actual damages, punitive damages to make an example of and to punish Defendants in an amount to be proven at trial.

F. SIXTH ANTITRUST CLAIM- Market Division Scheme

138. Plaintiffs reallege and incorporate by reference each and every other paragraph of this complaint as if fully set forth here.

139. Ticketmaster has engaged in a market division scheme, by which it has divided customers into certain regions with its competitors. This is a violation of Texas Law.

140. Ticketmaster has monopoly power, but it still has smaller competitors. It has specifically carved out small territories to give to competitors like SeatGeek in an attempt to hide the level of monopolistic power and control Ticketmaster has. In exchange for giving SeatGeek territory, Ticketmaster has made SeatGeek set price tickets at the same high price as Ticketmaster. This allows these competitors to set high prices and not actually compete with each other.

141. There are no pro-competitive benefits to this arrangement. This arrangement has effectively ended competition in this market and has allowed Ticketmaster to unilaterally set prices. Buyers have no choice in who they buy tickets from and are forced to pay monopolistic pricing set by Ticketmaster.

142. Ticketmaster has carved up the market by territory to keep prices high. This has allowed them to continue their monopolistic control and pricing, and as a result, Plaintiffs have been and will continue to be injured in their property.

143. Ticketmaster's antitrust violations have caused substantial economic injury to Plaintiffs in an amount not presently known with precision, but which is, at minimum, thousands of dollars per Plaintiff before mandatory trebling.

144. Pursuant to Texas law, Plaintiffs have the right to recover the fees of their attorneys they reasonably incur in this action, according to proof, as well as interest on their actual damages at the statutory rate.

145. Defendants' illegal market division arrangements violate obligations to Plaintiffs not arising from contract and constitute willful misconduct that is fraudulent, oppressive and/or malicious so as to entitle Plaintiffs, in addition to actual damages, punitive damages to make an example of and to punish Defendants in an amount to be proven at trial.

146. Ticketmaster has used additional, unfair practices to make it difficult for ticket holders to sell their tickets on competitive Secondary Ticket Exchanges. Ticketmaster has done this by leveraging its position as a dominant provider of Primary Ticket Platforms.

147. As found by the Department of Justice, Ticketmaster has historically dominated Primary Ticket Platform services. It has maintained its dominance in this business by entering into numerous multi-year, exclusive contracts with leagues, teams, and venues. Indeed, Ticketmaster's market power in the Primary Ticket Platform services is evidenced by the high fees that it has charged and continues to charge for Primary Ticket Platform services – fees that are substantially higher than fees charged by other Primary Ticket Platform competitors.

148. Moreover, Ticketmaster's market power in Primary Ticket Platform services is buttressed by high barriers to entry and expansion in this business, including barriers created by Ticketmaster's threats to enforce its multi-year, exclusive agreements. Ticketmaster has, for example, threatened action against StubHub, a much smaller competitor, for even approaching Ticketmaster business partners with offers to sell additional, unsold ticket inventory, claiming that such overtures would constitute tortious interference with Ticketmaster's exclusive contracts. Specifically, Ticketmaster cautioned StubHub that: "It has come to our attention that StubHub is approaching Ticketmaster clients seeking to sell our client's primary tickets. As is well known in the industry. . . Ticketmaster's client ticketing contracts are generally exclusive and therefore

contain contractual commitments by our clients not to sell primary tickets through any third-party.” Ticketmaster has likewise imposed contractual restrictions in its Primary Ticket Platform contracts that preclude teams, leagues, and venues from distributing any of their ticket inventory via actual or potential competitors.

149. Specifically, Ticketmaster exercised its dominance in Primary Ticket Platform services by delaying the delivery of the electronic copy of the originally purchased, primary ticket or the barcode associated with that ticket to the primary ticket purchaser. Ticketmaster has chosen to delay the delivery of PDF images or barcodes associated with original, primary tickets for numerous musical concerts until weeks or months after the ticket was purchased and only a few days before the relevant event.

150. This practice makes it extremely difficult for a primary ticket purchaser to resell his or her ticket on competitive non-Ticketmaster Secondary Ticket Exchanges. Indeed, the delaying of the delivery of these tickets or bar codes effectively bars the reseller from selling that ticket on a competitive Secondary Ticket Exchange. This is because ticket purchasers are reluctant to purchase a ticket on a Secondary Ticket Exchange from a stranger (with no brand recognition) in the hope that the reseller will transfer the tickets weeks or months after a secondary ticket purchase occurs.

151. Of course, Ticketmaster facilitates secondary purchases on its own Secondary Ticket Exchange even before delivering the primary ticket to the reseller: it guarantees that it will directly deliver the ticket to the secondary purchaser at the designated delivery time, likely a few days before the event, if a secondary transaction is made. StubHub and other competitive

Secondary Ticket Exchanges cannot provide this same direct delivery guarantee because they are barred from electronically integrating with Ticketmaster's Primary Ticket Platform.

152. Accordingly, this Ticketmaster practice of delaying delivery of primary tickets has caused ticket holders to incur consumer harm and has caused competitive foreclosure to Secondary Ticket Exchanges.

153. Another tactic in which Ticketmaster has engaged to leverage its dominance in Primary Ticket Platform services is its increased issuance of so-called paperless tickets. These virtual tickets allow entry to the event only upon showing at the gate picture identification and the credit card used for the purchase. Transferring or reselling these tickets is only possible through Ticketmaster's Secondary Ticket Exchange platform. According to the independent American Antitrust Institute, "[i]nstead of benefiting consumers, the trend favoring paperless tickets appears to be motivated by a desire of the dominant primary ticket provider to block out competition in the secondary ticket (resale) market." These practices are unlawful business acts or practices.

154. Ticketmaster has also made deceptive and/or false statements intended to mislead consumers about the reliability of other Secondary Ticket Exchange, the authenticity of Taylor Swift tickets sold on other Secondary Ticket Exchange, and the ability of purchasers to obtain secondary Taylor Swift tickets from sources other than Ticketmaster.

155. Ticketmaster's unlawful, unfair, and deceptive business practices have caused Plaintiffs to part with value in an amount not presently known with precision, but which is, at minimum, in the thousands of dollars per plaintiff, to which each is entitled to restitution.

XII. DAMAGES

156. As a result of the negligent conduct of Defendants, Plaintiff suffered the injuries and damages described below:

- a. Actual medical bills incurred by Plaintiff, which are necessary and reasonable for these types of services in Plaintiffs' County; and for future medical attention in amounts unknown at this time;
- b. Monetary damages for Plaintiff for past physical pain and suffering and mental anguish found to be reasonable and just by the trier of fact;
- c. Monetary damages for Plaintiff for future physical pain and suffering and mental anguish found to be reasonable and just by the trier of fact;
- d. Physical impairment in the past and future as determined by the trier of fact;
- e. Disfigurement in the past and future;
- f. Lost wages;
- g. Lost earning capacity in the past and future;
- h. Property Damage, including loss of use and diminished value; and
- i. All other damages for which Plaintiff is justly entitled to compensation for.

XIII. NOTICE OF INTENT

157. Plaintiff hereby gives notice of intent to utilize any and all items produced in discovery in the trial of this matter and the authenticity of such items is self-proven per the Texas Rules of Civil Procedure 193.7.

XIV. TRCP 54 CONDITIONS PRECEDENT

158. Plaintiff pleads that all conditions precedent have been performed or have occurred.

XV. U.S. LIFE TABLES

159. Notice is hereby given to Defendants that Plaintiff intends to use the U.S. Life Tables as prepared by the Department of Health and Human Services.

PRAYER

WHEREFORE, Plaintiff will respectfully request that Defendants be cited to appear and answer, and that on final trial, Plaintiff be awarded judgment against Defendants for the following:

- a. Damages pleaded herein;
- b. Pre and post judgment interest at the maximum legal rate;
- c. Cost of Court; and
- d. for such other and further relief, at law or in equity, to which Plaintiff will be justly entitled.

Respectfully submitted,

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