

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

CAT AND DOG INC., d/b/a THE
HOWLIN' WOLF,
Plaintiff

VERSUS

STUBHUB, INC.,
Defendant

CIVIL ACTION NO.

SECTION:

JUDGE:

MAGISTRATE JUDGE:

**COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF PURSUANT TO (1)
SECTION 43(a) OF THE LANHAM ACT, 15 U.S.C. §§ 1116–1117, FOR VIOLATIONS
OF 15 U.S.C. § 1125(a)(1)(B); AND (2) THE LOUISIANA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION LAW, LA. REV. STAT. § 51:1401, ET SEQ.**

Plaintiff, Cat and Dog Inc. d/b/a The Howlin' Wolf ("The Howlin' Wolf" or "Plaintiff") seeks damages and equitable relief regarding the false advertising of event tickets re-sold on the platforms (website and applications) operated by Defendant StubHub, Inc. ("StubHub"), including that StubHub: (a) ensure the accuracy of the advertising on StubHub's platforms stating that available tickets to a given event are scarce or otherwise limited, by clearly and conspicuously¹ disclosing the precise number of event tickets available on its platforms; (b) clearly and conspicuously disclose that the event tickets advertised on its platforms, and any scarcity of such tickets, represent the tickets available on StubHub's platforms only, and does not represent the

¹The phrase "clearly and conspicuously" as used herein is the phrase as defined in the Federal Trade Commission's ("FTC") Rule on Unfair or Deceptive Fees, 16 C.F.R. Part 464, § 461.1 (available at <https://www.ecfr.gov/current/title-16/chapter-I/subchapter-D/part-464> (last visited September 3, 2026)), which was incorporated into the April 10, 2026 Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief between StubHub Holdings, Inc. and the FTC, in FTC v. StubHub Holdings, Inc., ECF No. 6 in Case 1:26-cv-02924-KPF (S.D.N.Y.).

totality of tickets available for that event; (c) clearly and conspicuously disclose the primary seller's all-in price (the "all-in price," which is the face value of the ticket plus any necessary fees) of tickets being advertised and resold on StubHub; and (d) clearly and conspicuously disclose that tickets listed on StubHub may also be available from their primary sellers (like **The Howlin' Wolf**).

I. NATURE OF THE ACTION

1. **The Howlin' Wolf** operates an entertainment venue located in New Orleans, Louisiana. Originally opened in the Fat City neighborhood, the venue relocated to a larger in the Warehouse District, previously the New Orleans Music Hall, to accommodate bigger acts. **The Howlin' Wolf** operates two venues at its Warehouse District Location: The Main Room (capacity ~1,200) and The Den (capacity ~120). There are venues like **The Howlin' Wolf** in nearly every town and city in the country: independently-owned, small and mid-sized entertainment venues showcasing both local and touring artists who do not yet have the audience to fill stadiums, or who are not inclined to perform in such settings.
2. Plaintiff brings this action to stop the continuing injury caused by Defendant StubHub's violations of (a) Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B), and (b) the Louisiana Unfair Trade Practices and Consumer Protection Law ("LUTPA"), La. Rev. Stat. § 51:1401, *et seq.*, through the false and misleading advertising of event tickets on its platforms. If StubHub's false advertising practices are not enjoined, they will continue to injure Plaintiff's commercial interests by diverting ticket sales from **The Howlin' Wolf** to StubHub, and diminishing the goodwill and reputation that Plaintiff has cultivated among its customers.

3. Plaintiff's injuries have no adequate remedy at law. Plaintiff is entitled to injunctive relief pursuant to 15 U.S.C. § 1116(a), and equitable and monetary recovery pursuant to 15 U.S.C. § 1117(a) of: StubHub's profits, and up to three times the damages Plaintiff has sustained, in amounts to be assessed by the Court; the costs of this action; and Plaintiff's reasonable attorney fees. Plaintiff is further entitled to its actual damages, reasonable attorney's fees, and costs under La. Rev. Stat. § 51:1409(A), and to injunctive relief restraining StubHub's ongoing unfair and deceptive trade practices.

II. JURISDICTION AND VENUE

4. This Court has subject-matter jurisdiction over Plaintiff's Lanham Act claim (Count I) pursuant to 28 U.S.C. § 1331, and supplemental jurisdiction over Plaintiff's LUTPA claim (Count II) pursuant to 28 U.S.C. § 1367(a), because the LUTPA claim is so related to the Lanham Act claim that they form part of the same case or controversy under Article III of the United States Constitution.
5. This Court has personal jurisdiction over Defendant StubHub because StubHub purposefully directs its commercial activities toward Louisiana and Louisiana residents, including by: (a) operating an interactive, e-commerce website and mobile applications that are continuously accessible to, and used by, Louisiana consumers to purchase tickets to events occurring in Louisiana, including events at Plaintiff's venue; (b) transacting business with, and collecting transaction fees from, Louisiana-based ticket buyers and sellers on a regular and systematic basis; and (c) directing the false and misleading advertising alleged herein at Louisiana consumers in connection with events occurring in this District, thereby causing injury to Plaintiff, a Louisiana business, in this District. StubHub did not just host a generic website; it actively targeted Louisiana consumers by

listing events occurring physically on the venue's property in Louisiana. StubHub knew the brunt of the financial and reputational injury (diverted box-office sales, customer confusion) would be sustained by a business operating in Louisiana. StubHub processes payments from Louisiana residents, issues ticket deliveries to Louisiana devices, charges localized service fees, and uses geo-targeted marketing to push ticket sales for events taking place specifically within Louisiana borders. StubHub's contacts with Louisiana and this District are therefore sufficiently continuous and systematic, and/or sufficiently related to Plaintiff's claims, to comport with the Louisiana long-arm statute, La. Rev. Stat. § 13:3201, and the Due Process Clause of the Fourteenth Amendment.

6. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events and omissions giving rise to Plaintiff's claims — including the deceptive advertising directed at Louisiana consumers and the resulting injury to Plaintiff's business — occurred in this District. Plaintiff's venue is located in New Orleans, Louisiana, within this District, and it is there that Plaintiff has suffered, and continues to suffer, the diversion of ticket sales, loss of direct customer relationships, and damage to goodwill and reputation

III. PARTIES

7. Plaintiff **Cat and Dog Inc.** d/b/a **The Howlin' Wolf** is a Louisiana corporation with its principal place of business located at 907 S. Peters St., New Orleans, Louisiana 70130.
8. **The Howlin' Wolf** is the "primary" seller of the event tickets it lists and sells on its own website, where tickets to events at the venue are sold directly to consumers at their all-in prices.
9. Tickets to events at **The Howlin' Wolf** are also advertised, listed and re-sold on StubHub's platforms. StubHub's false advertising of those event tickets as alleged herein currently

threatens, and will continue to threaten, Plaintiff's commercial interests by diverting ticket sales to StubHub that would otherwise be made to **The Howlin' Wolf**, and deterring and/or steering consumers away from buying all-in-priced tickets sold directly by **The Howlin' Wolf**. Plaintiff is also suffering, and will continue to suffer, harm to its reputation and goodwill with customers² because of StubHub's false and misleading advertising of ticket availability. As such, Plaintiff's injuries fall squarely within the zone of interests protected by the Lanham Act, and Plaintiff has suffered an ascertainable loss within the meaning of LUTPA, La. Rev. Stat. § 51:1409(A).

10. Defendant StubHub, a wholly-owned subsidiary of publicly-held Delaware corporation StubHub Holdings, Inc., is a Delaware corporation headquartered at 175 Greenwich Street, 59th Floor, New York, New York 10007. StubHub's intended audience is buyers and potential buyers of event tickets, and the company operates both a consumer-facing website (www.stubhub.com) and an application (offered on both Apple's App Store and Google's Play store) listing tickets to concerts, sports matches, comedy shows and a range of other events, including events occurring in Louisiana and at Plaintiff's venue. StubHub facilitates transactions between resellers (who buy or purport to have bought tickets directly from a primary seller) and ticket-buyers by advertising event listings and ticket prices, processing payments, and coordinating ticket delivery from reseller to buyer.

IV. FACTUAL ALLEGATIONS

A. The StubHub Model

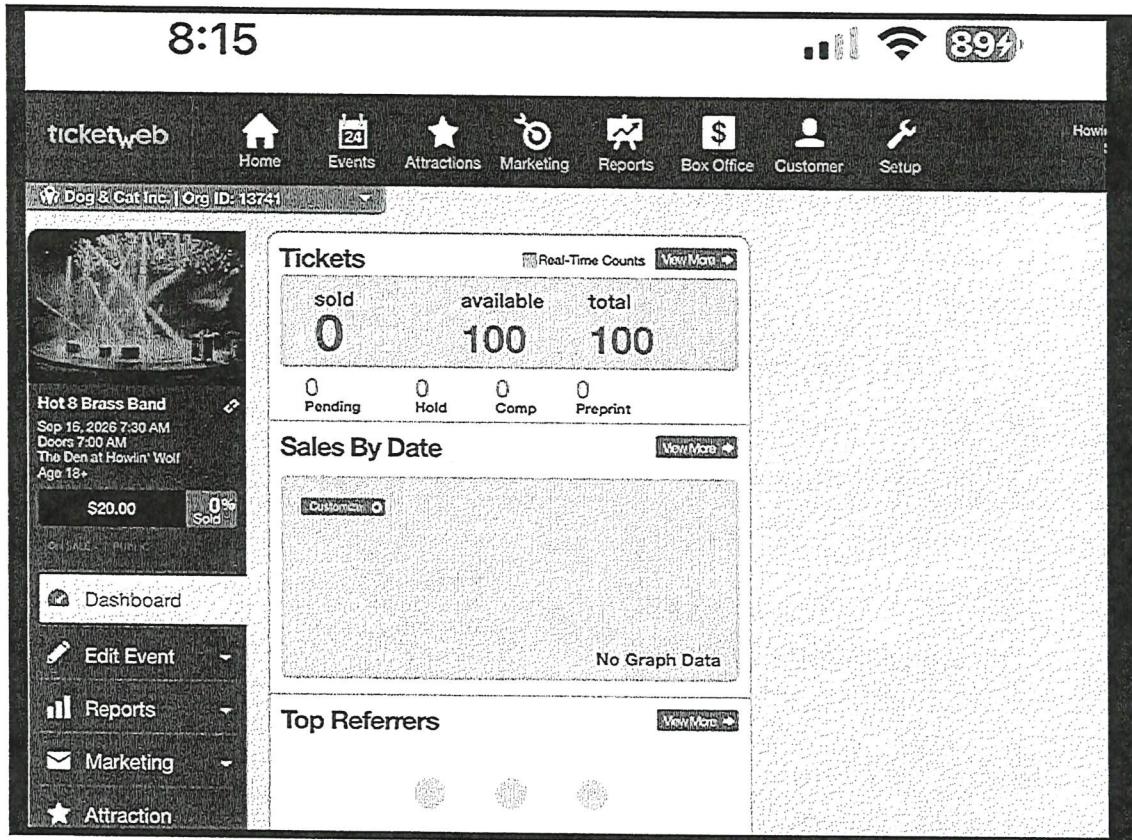
11. Defendant StubHub operates the country's largest online secondary ticket marketplace, providing digital platforms through which third-party resellers list for resale tickets for

² **The Howlin' Wolf** also has a significant commercial interest in preserving its reputation among artists for offering them a reliable, revenue-generating venue.

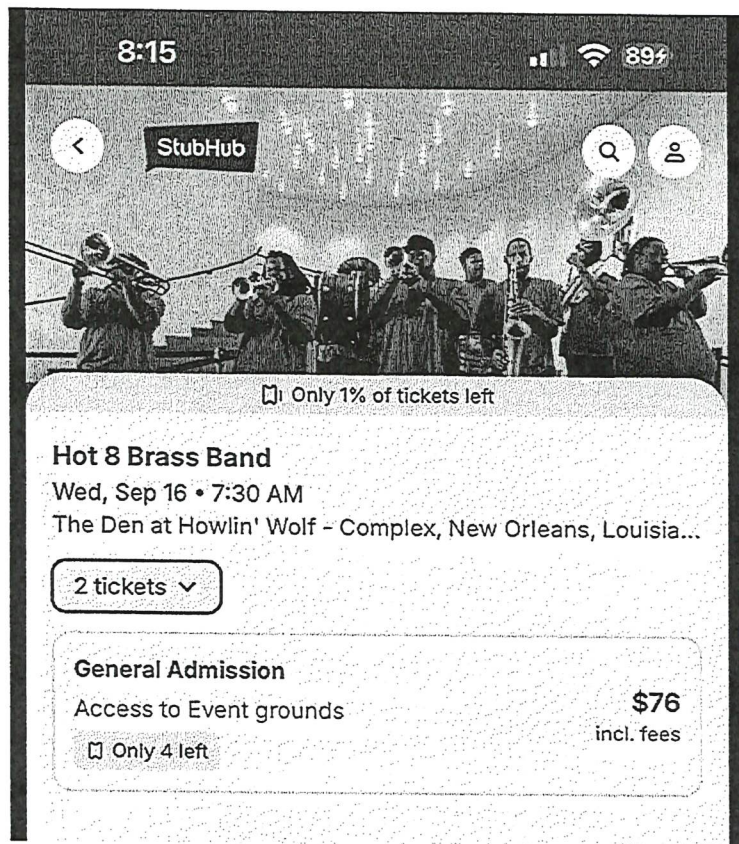
concerts, sporting events, theatrical performances, and other events. Consumers visiting StubHub's website or mobile applications search for a particular event or artist, review the available listings, prices and related information advertised by StubHub, select the ticket they wish to buy, and execute the transaction on StubHub's checkout page. StubHub collects fees for each such transaction. According to its parent company's public filings, StubHub records revenue for those transactions at the point in time when the sale is executed – before any ticket is actually transferred from the reseller to the buyer.

12. With certain very limited exceptions, StubHub does not own the tickets advertised on its platforms. In reality, many of the entities reselling event tickets on StubHub's platforms do not own them either – not at the time those tickets are listed and advertised, and not at the time those tickets are sold to consumers. This "list-first, sell-before-acquire" practice is known as "speculative" or "spec" selling. While StubHub's policies nominally prohibit resellers from spec-selling, those policies are rarely if ever enforced, despite the company being fully aware of this practice. A speculative seller who is ultimately unable to acquire an actual, valid ticket for the event leaves the consumer holding what is, in substance, a "ghost ticket" — a purported ticket unsupported by any corresponding, valid inventory. Because this defect is frequently undetectable until the consumer arrives at the venue, the practical consequence of spec-selling is that a ticketholder can be turned away and denied entry at the door, despite having paid full price in the good-faith belief that she purchased a valid ticket. Spec-selling has been and continues to be widespread across StubHub's platforms.
13. For example, as shown by the screenshots below, which were captured September 7, 2026, StubHub's platform listed a ticket for a Hot 8 Brass Band Show on September 16, 2026 –

despite the fact that not one single ticket had yet to be purchased from **The Howlin' Wolf**. The fact is that spec-sale tickets advertised on StubHub are not actually legitimate – a speculative ticket is the same as no ticket at all, from the venue's perspective, because it has not actually been bought – threatens lost sales and reputational harm for Plaintiff.



Screenshot: 9.7.2026 TicketWeb Hot 8 Brass Band – tickets available and price



Screenshot: 9.7.2026 StubHub Hot 8 Brass Band – only 1 percent tickets left

B. Overview of StubHub's False and Misleading Advertising

14. StubHub's false and misleading advertising statements are widely-disseminated across its platforms and are intended to, and actually do, influence consumers' buying decisions by purposefully creating and imposing impressions of false scarcity and/or urgency into the purchasing process, steering potential buyers away from **The Howlin' Wolf** (where tickets are sold at their all-in price) and towards StubHub, where the advertised ticket prices are effectively untethered to the laws of supply and demand.
15. The false advertising mechanisms and their content as alleged herein are not created or authored by the third-party resellers. The false advertising and content at issue here is created and authored by StubHub itself, and is a product of the company's organized efforts

to manipulate ticket buyers' purchasing decisions through deception or confusion, all in order to generate maximum transaction fees on every ticket resold on its platforms.

16. StubHub's false advertising includes, but is not limited to, the following mechanisms (illustrated below in screenshots comparing, in real time, the differences between the false advertisements on StubHub on the one hand, and reality on the other):

The "False Scarcity" Tactic

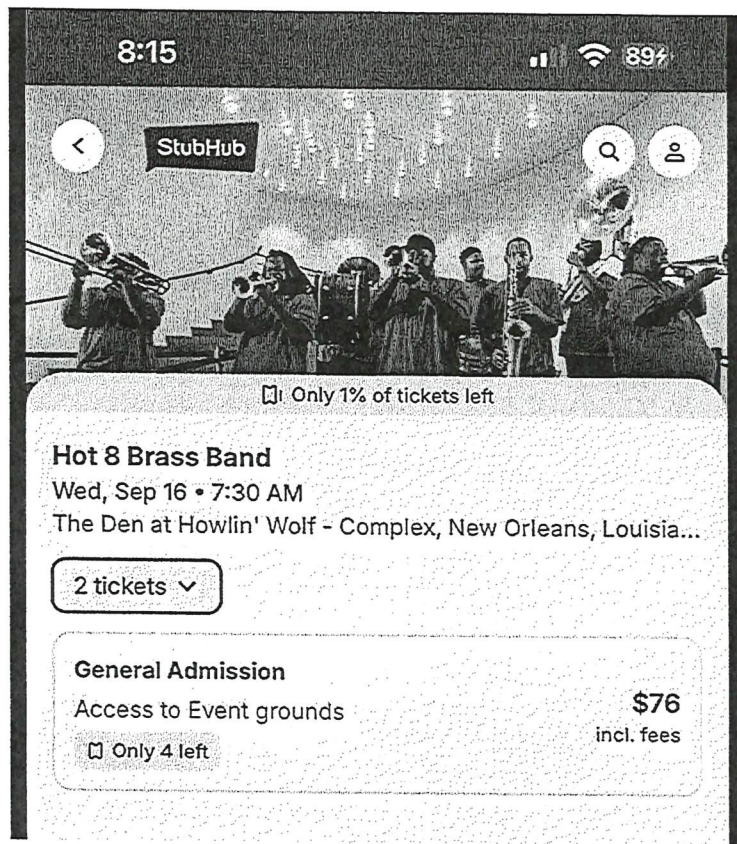
17. StubHub successfully employs a tactic called "False Scarcity." This tactic is based on a fabricated impression that tickets will shortly be unavailable when there is, in reality, sufficient inventory, adding phrases such as "Only 1% of tickets left!" or "Last Tickets!" to ensure that buyers buy then and there, at whatever price StubHub advertises, or lose out on seeing their favorite band, comedian, or poet. The False Scarcity tactic is literally false, as shown in the below screenshots, which compare, in real-time, the price and availability of event tickets for the same event: first on the primary platform **The Howlin' Wolf's** website), and then on the StubHub website.
18. As of September 7, 2026 at 8:15 a.m. CST, the venue's all-in price on its website for the Hot 8 Brass Band's September 16, 2026 show is \$24.94 (\$20.00 ticket plus \$4.94 fees), and there were still 100 General Admission (GA) tickets available for sale (see above screenshot following paragraph 13):

THE HOWLIN' WOLF & THE DEN
A NEW ORLEANS' INSTITUTION SINCE 1998

The screenshot shows the event page for the Hot 8 Brass Band at The Den at Howlin' Wolf. On the left, there is a black and white photo of a band performing on stage. To the right of the photo, the event details are listed: "Wed Sep 16 2026", "7:30 AM (Doors 7:00 AM)", "The Den at Howlin' Wolf", "907 South Peters Street", "New Orleans, LA 70130", and the ticket price "\$24.94 Ages 18+". Below this, there are social media share buttons for Facebook and X. On the right side of the page, there is a navigation bar with "Info" and "Tickets" tabs. The "Tickets" tab is active, showing a "Select Tickets" section with a "LIMIT 4 PER PERSON" note. Below this, the ticket type is "GA" for "\$24.94 (\$20.00 + \$4.94 fees)". The "Delivery Method" section shows "eTickets" as the selected option, with a note "FREE Display on your mobile device or print out your ticket for entry!". Below this, there is a "Will Call" option for "FREE Hold at venue box office.". The "Terms & Conditions" section is partially visible, stating "This event is 18 and over. Any ticket holder unable to present valid identification indicating that they are at least 18 years of age will not be admitted to this event, and will not be eligible for a refund." and "All shows are 18+. All listed set times are approximate.". At the bottom right, there is a button labeled "Agree & Checkout".

Screenshot: 9.10.2026 The Howlin' Wolf website – all-in ticket price, Hot 8 Brass Band

19. Contemporaneously on StubHub, the ticket price for the same September 16, 2026 Hot 8 Brass Band show at **The Howlin' Wolf** is \$76, and the advertising on StubHub's user interface ("UI") falsely advertises that the General Admission tickets are getting scarce (despite no tickets having been sold by that time):

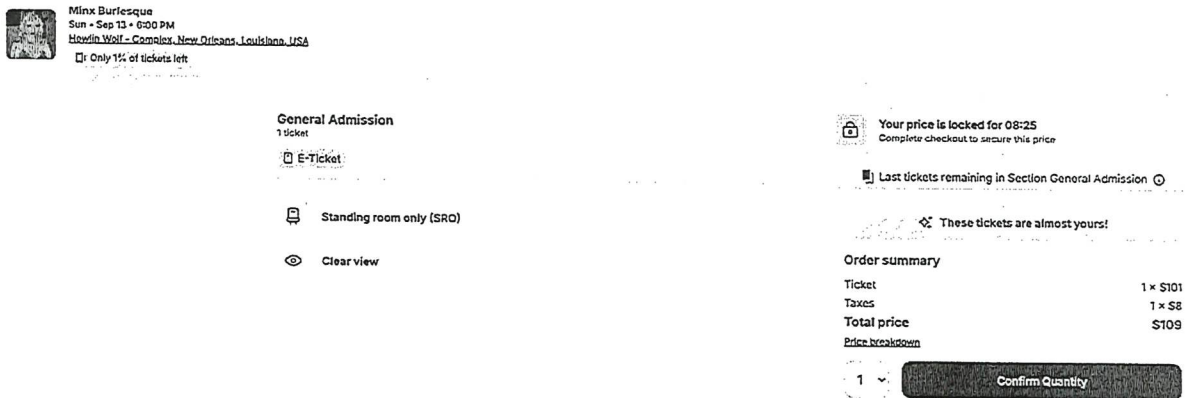


Screenshot: 9.7.2026 StubHub Hot 8 Brass Band – only 1 percent tickets left

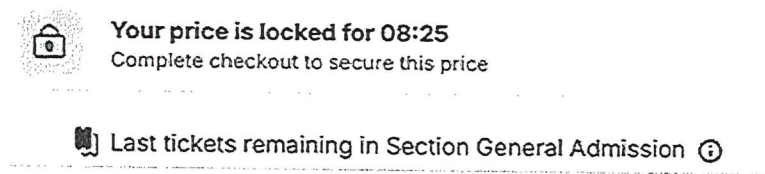
20. Based on Plaintiff's experience, StubHub undertakes no effort to obtain actual ticket availability or inventory levels from the venue itself. StubHub advertises ticket availability that it has no incentive to find out, let alone verify, are actually available. And that makes sense in the StubHub business model, because the company recognizes revenue as soon as a ticket sale is executed, regardless of whether the reseller possesses the ticket at that point in the transaction. Knowing, verifying and advertising the number of tickets actually available for a given event would threaten the revenue StubHub generates from the consumer deception and/or confusion wreaked by its false advertising tactics.
21. StubHub's platforms make only miniscule efforts to qualify their advertising of available tickets. StubHub's inconspicuous, unclear and easily-missed qualifiers as to available ticket

quantity are buried using a "hover-and-click" tooltip. As shown below, the tooltip is a comparatively miniscule ① icon link adjacent to the advertising of available tickets that pops up only after a buyer first hovers her mouse pointer over it and then clicks it – which does little or nothing to change a buyer's net impression from this false advertising that tickets are just plain scarce everywhere, rather than scarce only on StubHub's platforms.

22. The ① tooltip itself measures just 16 by 16 pixels on screen – smaller than the minimum interactive-target sizes prescribed by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.2 at both the AA (24×24 pixels) and AAA (44×44 pixels) conformance levels³ – and is announced to buyers only by this generically-labeled ① tooltip, and conveying nothing about actual ticket availability:

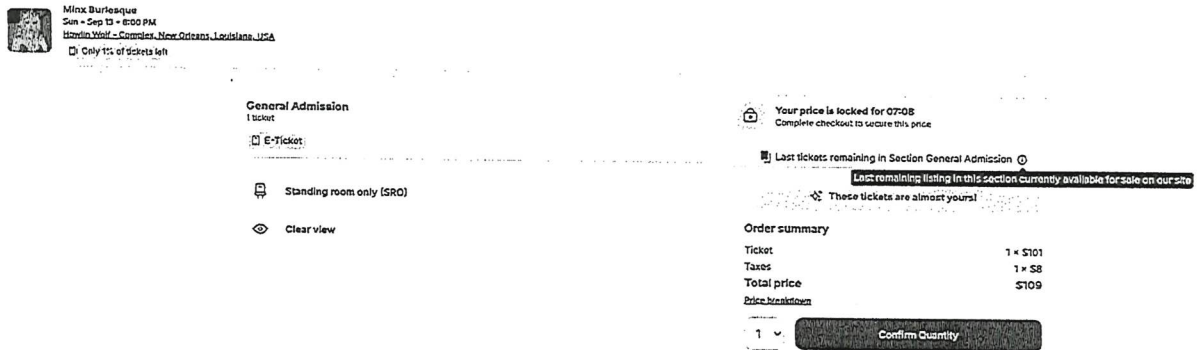


Screenshot: 2026.9.10 StubHub Minx Burlesque – Tooltip, pre-hover

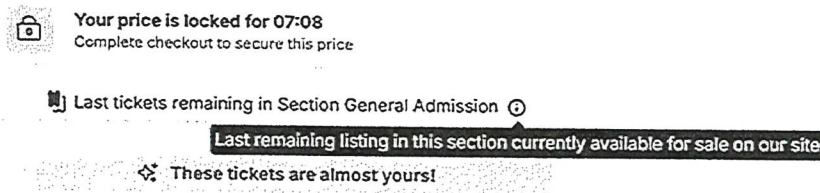


Screenshot (close-up): 2026.9.10 StubHub Minx Burlesque – Tooltip, pre-hover

³See <https://www.w3.org/TR/WCAG22> (last visited September 3, 2026). According to its website, the non-profit World Wide Web Consortium "develops standards and guidelines to help everyone build and enjoy a web based on the principles of accessibility, internationalization, privacy and security." See <https://www.w3.org> (last visited September 3, 2026).



Screenshot: 2026.9.10 StubHub Minx Burlesque – Tooltip, post-hover

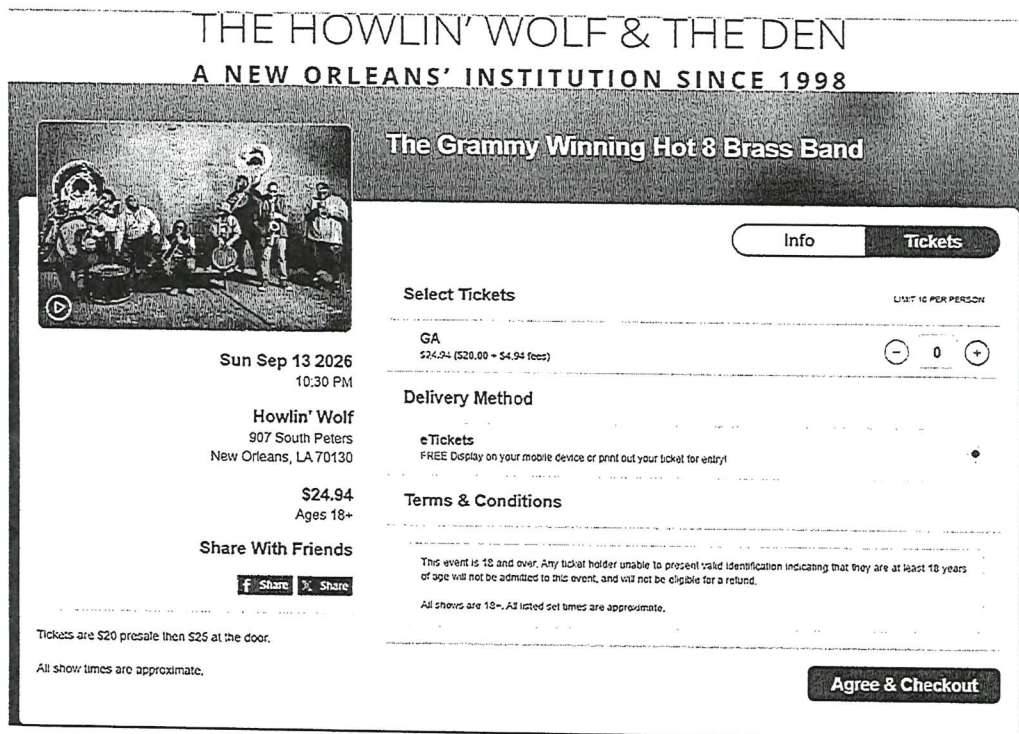


Screenshot (close-up): 2026.9.10 StubHub Minx Burlesque – Tooltip, post-hover

23. StubHub's use and placement of these types of inconspicuous hover-and-click tooltips shows that it understands the distinction between tickets that are "scarce on our site" and tickets that are simply "scarce for this event;" StubHub's tooltip language – e.g., "Last remaining listing in this section currently available for sale on our site" – captures that exact distinction. But those qualifiers are used only in a hover-state on a single module of the purchasing page while StubHub willfully, prominently and unqualifiedly advertises the event's ticket scarcity everywhere else – despite being unwilling to verify and clearly indicate the number of genuinely-available tickets, including those available from **The Howlin' Wolf**.

The "False Superlative" and "Fictitious Former Price" Tactics

24. Similarly, StubHub creates and advertises its listings with the "False Superlative" tactic, whereby the UI employs a false perception that there are no cheaper tickets available, which, among other things, diverts buyers (both price-sensitive ones and those less so) away from the **The Howlin' Wolf** website: "Lowest price! Only 4 tickets left at this price in this section [. . .] These tickets are almost yours!" StubHub's False Superlative advertising is impliedly false because it gives buyers the net impression that the advertised ticket price is the lowest or best price for that specific event, as seen in the below comparison of a ticket purchase for the September 13, 2026 Hot 8 Brass Band show at **The Howlin' Wolf** on Plaintiff's website, and then on StubHub.
25. The venue's General Admission all-in ticket price on Plaintiff's website is \$24.94:

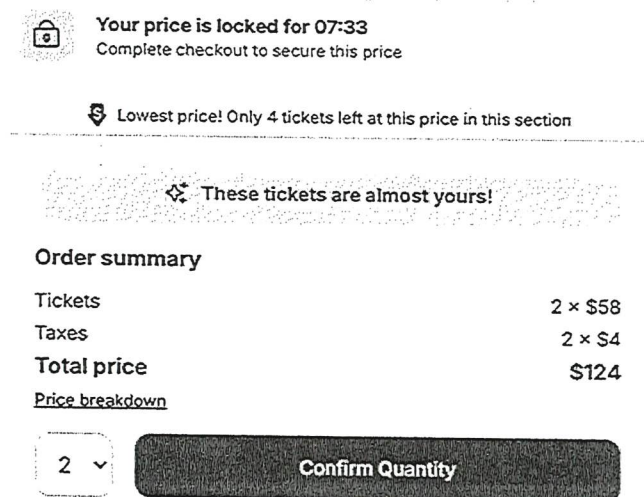


Screenshot: 2026.9.10 The Howlin' Wolf website – Hot 8 Brass Band, September 13

26. Contemporaneously on StubHub, the buyer is told that the StubHub price of \$58 per ticket (not including taxes) is the lowest, or best, available for that show on that date at **The Howlin' Wolf**:



Screenshot: 2026.9.10 StubHub – Hot 8 Brass Band, September 13



Screenshot (close-up): 2026.9.10 StubHub – Hot 8 Brass Band, September 13

27. There is also the "Fictitious Former Price" mechanism. The misleading Fictitious Former Price ruse artificially inflates the perceived price level of a given event and then – to ensure that even the most price-sensitive buyers get their tickets on StubHub and not on the **The Howlin' Wolf** website – strikes through that price and advertises a lower ticket price adjacent to the higher, struck-out "original" price (e.g.: "\$105 – Now only \$70!"). Because

StubHub never discloses the all-in price of an event ticket as listed on the primary seller's platforms, the signal to consumers is that they are getting a bargain on StubHub. And even for the less price-sensitive buyer, the messaging in the Fictitious Former Price signal is deceptive and confusing, because the ostensible "discount" off of StubHub's "original" price is in reality no bargain at all when compared to the ticket's all-in price (which, again, is not disclosed on StubHub's platforms).

28. StubHub's Fictitious Former Price advertising is impliedly false because it gives buyers the mistaken impression that they are making the right buying decision by purchasing tickets on StubHub at bargain prices. But that is not the reality of that transaction as the venue's ticket price is, of course, still much lower than those advertised by StubHub. The StubHub platform's signal to the buyer is the message that she's now getting a bargain deal on her tickets to that show at **The Howlin' Wolf**. Without a disclosure of the ticket's all-in price available on the primary seller's website/platforms: (a) both the "original" and "discounted" StubHub prices are higher than the ticket's all-in price on the **The Howlin' Wolf** website – to deter the most price-sensitive buyers from even buying a ticket at all; or (b) the less price-sensitive buyer is deceived into the impression of a bargain.

C. The Continuing Harmful Impact of StubHub's False Advertising

29. The injurious effects on **The Howlin' Wolf** of StubHub's false advertising strategy, including, but not limited to, its False Scarcity, False Superlative and Fictitious Former Price mechanisms, are considerable. StubHub's falsehoods have injured and will continue to injure **The Howlin' Wolf** in the form of direct diversion of ticket sales from **The Howlin' Wolf** to StubHub, along with a continuing loss of the customer goodwill and reputation that Plaintiff has developed.

30. StubHub is capable of ensuring that its advertising reflects an accurate picture of ticket availability, and the company knows or should know that such accurate-availability disclosures on its platforms are feasible. Indeed, in connection with regulatory scrutiny of consumer-protection violations in the United States, on April 10, 2026, StubHub Holdings, Inc. entered a Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief with the FTC in *FTC v. StubHub Holdings, Inc.*, ECF No. 6, Case No. 1:26-cv-02924-KPF (S.D.N.Y.), incorporating the FTC's Rule on Unfair or Deceptive Fees, 16 C.F.R. Part 464, § 461.1. And in connection with regulatory scrutiny of consumer-protection violations in the United Kingdom, StubHub (UK) Ltd. in August 2020 agreed with that country's Competition and Markets Authority ("CMA") to require its U.K. platforms to, among other things: "remove and not replace any ticket selection and purchasing messages that are misleading;" "disclose clearly and prominently that the tickets available on the website represent the tickets available for sale on the website and does not represent the totality of tickets available for the event;" and "ensure that tickets related to sales for or on behalf of the primary market [i.e., venues] that are listed on the website are clearly and prominently identifiable as such, and are distinct from tickets that are offered for resale on... the Event Page and . . . at least one of the first individual ticket listing page, the final check-out page (or their equivalents) or another location on the website prior to the purchase of a Ticket."⁴
31. Plaintiff is seeking here the same type of disclosures and information StubHub's U.K. operation agreed with the CMA to post on (or remove from) its platforms in the U.K., and

⁴https://assets.publishing.service.gov.uk/media/5f3bac268fa8f51744ded00e/StubHub_undertaking_FINAL_-_web_.pdf (last visited September 3, 2026). In 2021, StubHub (UK) Ltd. was divested from the entity now known as StubHub Holdings, Inc., in connection with the CMA's approval of a merger between StubHub Holdings, Inc. and Viagogo.

that the FTC's April 2026 stipulated order requires with respect to StubHub's disclosure of fees. There is no reason – other than the company's perpetuation of its own highly-profitable false-advertising strategy – that StubHub cannot do so now with respect to ticket availability and scarcity in the United States, including Louisiana.

i. **Sales Suppression and Direct Diversion of Sales from The Howlin' Wolf to StubHub**

32. The StubHub platforms' failure to disclose or otherwise advertise a ticket's all-in price, and/or that tickets may be available on the primary seller's platforms, when coupled with "lowest price" and "tickets are getting scarce" false advertising mechanisms, suppress **The Howlin' Wolf's** ticket sales by deterring buyers who would have – but for StubHub's tactics – bought the tickets from **The Howlin' Wolf** at their all-in price. The impressions of false scarcity, urgency, or bargain, combined with both spec-selling and a lack of disclosure that tickets may be available on the **The Howlin' Wolf** (that is, primary) website, falsely gives buyers the impression that there is no opportunity or need (let alone time or inventory) to buy the tickets from the primary seller. And that steering results in lost sales and revenue for **The Howlin' Wolf**.

ii. **Loss of Plaintiff's Direct Relationships with its Customers**

33. Every resale of **The Howlin' Wolf** event tickets on StubHub severs Plaintiff's relationship with the actual fan attending the event. When a reseller buys a ticket from **The Howlin' Wolf** in order to fulfill a transaction the reseller has already executed on StubHub, the reseller – not the fan – becomes the venue's buyer-of-record. **The Howlin' Wolf** never learns the fan's identity or contact information and cannot include the fan in its marketing and community communications. And most consequentially for the fan-venue relationship,

Plaintiff has no means of reaching the fan directly when the event is changed, delayed, or cancelled.

34. This can and does result in consumer confusion – confusion that is only exacerbated when StubHub's false advertising is driving the consumer's purchasing decision. For example, when an event at **The Howlin' Wolf** is cancelled or postponed, common courtesy and good business sense obligate Plaintiff to promptly reach out to the event's attendees to tell them. But when the buyer-of-record is a reseller using a pseudonym and a temporary free email address, and with StubHub's policies preventing any direct contact between reseller and buyer, such outreach is impossible.
35. So, when a fan bought his ticket on StubHub because he was intentionally given the false impression that it was a bargain, or purchased at the best-possible price, or was one of just a few tickets available, and then arrives to an event only to discover that it has been cancelled or postponed, the fan is left standing at the door feeling frustrated, angered, confused, and disappointed. And it is **The Howlin' Wolf** who alone must devote the time and resources dealing with the consequences of the fan's disappointment at the venue's doors. The negative financial and reputational effects of this not-infrequent occurrence attaches to every completed transaction of this kind, and can be identified from Plaintiff's ticketing data, which show each order in which the buyer-of-record is a reseller rather than the attending fan.

iii. Lessening of Plaintiff's Goodwill and Reputation

36. Plaintiff's goodwill and reputation continue to suffer as a result of StubHub's false advertising tactics. Because the resellers are anonymous, and StubHub's terms and conditions prohibit buyers from directly contacting the resellers, whatever problems a

buyer might encounter with a ticket – they discover it is vastly overpriced, or the reseller doesn't actually own it, or it's for the wrong date, or the ticket is no longer valid by the selected showtime – will be brought first to StubHub. However, based on its own experiences with unhappy fans, Plaintiff believes StubHub is largely ineffective in genuinely resolving these kinds of issues while putting the consumer through a frustrating, time-consuming and typically fruitless exercise.

37. Buyers' frustrations are therefore channeled to the venue. Instead of devoting staff, time and resources to putting on the best possible event for the fan and the artist, **The Howlin' Wolf** is forced to devote those resources to resolving customer complaints and ticket problems it had no role in creating – problems rarely encountered with all-in price tickets sold on its own website.
38. Other examples of the consumer confusion stemming from StubHub's false advertising tactics include, but are not limited to: (a) fans who bought tickets at prices driven by the False Scarcity tactic arriving to find a half-empty venue; (b) fans who paid the StubHub-advertised "lowest price" only to find the same tickets on sale at **The Howlin Wolf's** box office for materially less; (c) fans misled by the Fictitious Former Price tactic discovering their "bargain" was in fact well above **The Howlin Wolf's** all-in price; and (d) fans who purchased a speculatively-listed ticket arriving at **The Howlin' Wolf** only to be turned away at the door because the "ticket" they purchased was never backed by valid, corresponding inventory. All of these examples erode consumers' trust when looking to buy event tickets, and this general deterioration in buyer trust of the ticket-buying process resulting from StubHub's false advertising tactics adversely impacts **The Howlin' Wolf**, itself a ticket seller.

V. CAUSES OF ACTION

COUNT I

False Advertising — Lanham Act, 15 U.S.C. § 1125(a)(1)(B)

39. Plaintiff incorporates by reference each of the allegations in the preceding paragraphs of this Complaint.
40. StubHub is making false and/or misleading statements of fact about the availability of event tickets in violation of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B). Those statements misrepresent the nature and characteristics of event tickets, and are literally false, impliedly false, or both. StubHub has misrepresented and continues to misrepresent ticket availability at the event level by falsely advertising that such tickets are scarce, despite the fact that primary sellers like **The Howlin' Wolf** have ample or sufficient verifiable inventory of tickets at all-in prices. StubHub's false or misleading statements of fact include, but are not limited to, statements such as "only 4% of tickets left!" or "Last Tickets!" or "only 3 tickets left at this price!" and the other types of statements detailed in this Complaint as exemplars of Defendant's false advertising practices.
41. Each of StubHub's false and/or misleading statements are being intentionally made in the context of a commercial advertisement or promotion on the company's own platforms, and made with the purpose of influencing a potential ticket-buyer's purchasing decision by creating and disseminating messages and signals of false scarcity.
42. StubHub knows (or should know) that its statements and/or advertising and promotion activities regarding ticket availability are false, misleading and/or deceptive. See *supra* ¶¶ 21–23 (allegations about the company's use of tooltips).

43. StubHub's false and/or misleading statements have actually deceived, or have the tendency to deceive, a substantial segment of its intended audience about matters, including the availability and price of event tickets, that are material to that audience's purchasing decisions. If unchanged, StubHub's false and/or misleading statements will continue to materially deceive its intended audience's future decision-making. The fact that StubHub earns substantial fees from its website and app transactions means that it is commercially motivated to artificially boost marketplace activity by permitting speculative listings, and purposefully creating misperceptions of scarcity through the false advertising mechanisms alleged above.
44. StubHub's website and applications are offered in interstate commerce and within all U.S. states and territories, including Louisiana. Similarly, StubHub's false and/or misleading claims were and are made in commercial advertising and promotion within interstate commerce.
45. As a direct and proximate result of StubHub's false and/or misleading statements of fact in advertising event tickets, Plaintiff has been and will continue to be injured. StubHub's false and/or misleading advertising statements have caused, and will continue to cause, Plaintiff's business to suffer lost sales and lost profits, as well as continuing damage to Plaintiff's goodwill and reputation with its customers.
46. Plaintiff's immediate and irreparable injuries have no adequate remedy at law, and Plaintiff is entitled to injunctive relief and up to three times its actual damages, and an award of StubHub's profits, as well as costs and Plaintiff's reasonable attorney fees pursuant to 15 U.S.C. §§ 1116–1117.

COUNT II

Violation of the Louisiana Unfair Trade Practices and Consumer Protection Law, La. Rev. Stat. § 51:1401, et seq.

47. Plaintiff incorporates by reference each of the allegations in the preceding paragraphs of this Complaint.
48. LUTPA declares unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." La. Rev. Stat. § 51:1405(A). "Trade" or "commerce" is defined broadly to include "the advertising, offering for sale, sale, or distribution of any services and any property . . . and any other article, commodity, or thing of value wherever situated, and includes any trade or commerce directly or indirectly affecting the people of the state." *Id.* § 51:1402(10). StubHub's advertisement, offering for sale, and facilitation of the sale of event tickets to Louisiana consumers, including tickets to events at Plaintiff's Louisiana venue, constitutes trade or commerce within the meaning of LUTPA.
49. LUTPA creates a private right of action for "any person who suffers any ascertainable loss of money or movable property . . . as a result of the use or employment by another person of" an unfair or deceptive method, act, or practice declared unlawful. La. Rev. Stat. § 51:1409(A). A LUTPA plaintiff need not be a consumer, and need not be in direct competition with the defendant; it is enough that the plaintiff is a "person" within the meaning of the statute who has suffered an ascertainable loss caused by the defendant's unfair or deceptive trade practice. *Cheramie Servs., Inc. v. Shell Deepwater Prod., Inc.*, 09-1633 (La. 4/23/10), 35 So. 3d 1053, 1059–60.
50. StubHub's conduct as alleged herein — including its False Scarcity, False Superlative, and Fictitious Former Price advertising tactics, its knowing facilitation of speculative ("spec")

ticket selling, and its failure to disclose material information concerning ticket availability, the all-in price of tickets, and the existence of primary-market alternatives like **The Howlin' Wolf** — which is StubHub's direct competitor when it comes to ticket sales — constitutes both unfair and deceptive acts and practices in the conduct of trade or commerce.

51. StubHub's conduct is deceptive within the meaning of LUTPA because it involves fraud, deceit, and misrepresentation concerning the price, availability, and relative scarcity of event tickets, made with the intent that consumers rely on those misrepresentations in deciding when, whether, and at what price to purchase tickets.
52. StubHub's conduct is also unfair within the meaning of LUTPA because it offends established public policy — including the policies embodied in the FTC's Rule on Unfair or Deceptive Fees, 16 C.F.R. Part 464, and the April 10, 2026 Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief entered against StubHub Holdings, Inc. in *FTC v. StubHub Holdings, Inc.*, ECF No. 6, Case No. 1:26-cv-02924-KPF (S.D.N.Y.) — and is immoral, unethical, oppressive, unscrupulous, and substantially injurious to Plaintiff and to Louisiana consumers. See *Quality Envtl. Processes, Inc. v. I.P. Petroleum Co.*, 2013-1582 (La. 5/7/14), 144 So. 3d 1011, 1025; *Turner v. Purina Mills, Inc.*, 989 F.2d 1419, 1422 (5th Cir. 1993); *Cheramie Servs.*, 35 So. 3d at 1059.
53. As a direct and proximate result of StubHub's unfair and deceptive trade practices, Plaintiff has suffered, and continues to suffer, an ascertainable loss of money, including diverted ticket sales and lost profits that would otherwise have been realized by **The Howlin' Wolf** at its all-in ticket prices, as well as damage to Plaintiff's goodwill and reputation with its customers.

54. The precise amount of Plaintiff's ascertainable loss is capable of calculation and will be established through discovery. Much of the information necessary to quantify that loss — including the volume, timing, and pricing of tickets to **The Howlin' Wolf's** events that were listed, advertised, and resold on StubHub's platforms; the extent to which such tickets were sold speculatively before being acquired from the primary market; and the fees StubHub collected on those transactions — is within StubHub's exclusive possession, custody, and control. Plaintiff's own primary-market sales and ticketing records will likewise be used to establish the extent of diverted sales and lost profits alleged herein. LUTPA's ascertainable-loss requirement calls for a loss capable of measurement — not one quantified with precision at the pleading stage.
55. StubHub's conduct alleged herein is ongoing and continuing, and the acts and transactions giving rise to Plaintiff's LUTPA claim occurred, and continue to occur, within one year of the filing of this Complaint. See La. Rev. Stat. § 51:1409(E).
56. Plaintiff is entitled to recover its actual damages, reasonable attorney's fees, and costs pursuant to La. Rev. Stat. § 51:1409(A). Plaintiff is further entitled to injunctive relief restraining StubHub's ongoing unfair and deceptive trade practices.
57. Further, to the extent the Louisiana Attorney General has previously put StubHub on notice, or hereafter puts StubHub on notice, pursuant to La. Rev. Stat. § 51:1409(A), that the ticket-advertising practices described in this Complaint constitute an unfair or deceptive trade practice, and StubHub knowingly uses or continues to use those practices after receiving such notice, Plaintiff is entitled to recover three times its actual damages on Count II. Plaintiff reserves the right to seek, and to amend this Complaint as appropriate to seek, such treble damages upon a showing that this statutory predicate has been satisfied.

58. As required by La. Rev. Stat. § 51:1409(B), undersigned counsel will mail a copy of this Complaint to the Louisiana Attorney General upon its filing, and will mail a copy of any judgment or decree entered in this action to the Louisiana Attorney General upon its entry.

VI. RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that the Court:

- (a) Order Defendant StubHub to:
 - i. Clearly and conspicuously disclose the availability of event tickets on its platforms;
 - ii. Clearly and conspicuously disclose that the event tickets advertised on its platforms, and any scarcity of such tickets, represent tickets available on StubHub's platforms only, and does not represent the totality of tickets available for that event;
 - iii. Clearly and conspicuously disclose the all-in price of event tickets on the section or sections of the StubHub platforms where those tickets are first advertised to potential buyers, including, but not limited to, the landing or search-result page/screen; and
 - iv. Clearly and conspicuously disclose that tickets listed on StubHub may also be available from primary sellers, including **The Howlin' Wolf** and similar venues;
- (b) On Count I, award Plaintiff, in amounts to be assessed by the Court or at the Court's direction: (i) up to three times any actual damages Plaintiff has sustained, and (ii) StubHub's profits;
- (c) On Count II, award Plaintiff:
 - i. its actual damages sustained as a result of StubHub's violations of LUTPA;
 - ii. to the extent the Louisiana Attorney General has put StubHub on notice, pursuant to La. Rev. Stat. § 51:1409(A), that the conduct alleged herein is an unfair or deceptive trade practice, and StubHub has knowingly used or continued that conduct after such notice, three times Plaintiff's actual damages; and
 - iii. reasonable attorney's fees and costs, pursuant to La. Rev. Stat. § 51:1409(A);
- (d) Award Plaintiff the costs of this action, and reasonable attorneys' fees, pursuant to 15 U.S.C. § 1117(a) and La. Rev. Stat. § 51:1409(A); and
- (e) Grant such other further relief as the Court may deem equitable and appropriate.

Dated: September 10, 2026

Respectfully submitted,

MARTZELL, BICKFORD & CENTOLA

/s/ Lawrence J. Centola, III
LAWRENCE J. CENTOLA, III (#27402)
JASON Z. LANDRY (#33932)
338 Lafayette Street
New Orleans, Louisiana 70130
Telephone: (504) 581-9065
ljc@mbfirm.com
jzl@mbfirm.com

--and--

LAWRENCE BLAKE JONES (#7495)
JOSHUA L. RUBENSTEIN (#25229)
PATRICK J. ESKEW (#33815)
BLAKE JONES LAW FIRM, LLC
Hancock Whitney Center
701 Poydras Street, Suite 4100
New Orleans, LA 70139
Telephone: (504) 525-4361
Telecopier: (504) 525-4380
jones@nola-law.com
jrubenstein@nola-law.com
pje@nola-law.com

COUNSEL FOR PLAINTIFF