



Court File No. **VLC-S-S-265304**
No. _____
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MARK GALLAGHER

PLAINTIFF

AND:

STUBHUB, INC., STUBHUB CANADA LTD.,
VIAGOGO ENTERTAINMENT INC., VIAGOGO GMBH,
STUBHUB HOLDINGS, INC.

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGEMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

ENDORSEMENT FOR SERVICE OUTSIDE OF BRITISH COLUMBIA

The Plaintiff claims the right to serve this pleading on the defendants, STUBHUB, INC., STUBHUB CANADA LTD., VIAGOGO ENTERTAINMENT INC., VIAGOGO GMBH, STUBHUB HOLDINGS, INC., outside British Columbia on the grounds that this proceeding concerns: contractual obligations to be performed, to a substantial extent, in British Columbia; torts committed in British Columbia; and business carried on in British Columbia, pursuant to Rule 4-5(2) of the Supreme Court Civil Rules and sections 10(e)(i) and (iii), 10(g), and 10(h) of the *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003, c. 28, and amendments thereto.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

Parties

1. The plaintiff, Mark Gallagher, is a resident of British Columbia with an address for service in these proceedings at 2200 – 1177 West Hastings Street, Vancouver, British Columbia, V6E 2K3.
2. The defendant, StubHub, Inc., is a company incorporated pursuant to the laws of Delaware in the United States of America, with a registered and records office care of The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801 USA.
3. The defendant, StubHub Canada Ltd., is a company incorporated pursuant to the laws of Ontario with a registered office at 151 Yonge Street, Suite 1500, Toronto, Ontario M5C 2W7.
4. The defendant, viagogo Entertainment Inc., is a company incorporated pursuant to the laws of Delaware in the United States of America, with a registered and records office care of The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801 USA.
5. The defendant, viagogo GmbH, is a company incorporated under the laws of Switzerland, with a registered office at Rue du Commerce 4, 1204, Genève, Switzerland.
6. The defendant, StubHub Holdings, Inc., is a company incorporated pursuant to the laws of Delaware in the United States of America, with a registered and records office care of The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801 USA.
7. The defendants, StubHub, Inc., StubHub Canada Ltd., viagogo Entertainment Inc., and viagogo GmbH are subsidiaries of the defendant, StubHub Holdings, Inc.

Conspiracy

8. The operations of each defendant are organized so they function as one integrated business pursuing common purposes and objectives.
9. The defendants agreed with each other to implement a scheme to sell event tickets they either knew did not exist when advertised, or were procured in breach of the laws of the respective place where an event would occur and provided a guarantee, at least parts of which they knew would not or could not be honoured (the "**Conspiracy**").
10. As part of the Conspiracy, the defendants, or each of them, knowingly advertise tickets for sale that they knew, or ought to have known, were acquired through software, including automated ticket purchasing software, that is designed to circumvent equitable ticket buying processes.

StubHub Business Model

11. The defendants are all merchants operating websites, mobile applications and call centers where consumers can purchase tickets on the secondary market (i.e. resale tickets) for events held in British Columbia and elsewhere around the world. The defendants collectively will be referred to as "**StubHub**" or the defendants.
12. StubHub operates secondary ticketing platforms through the following websites: www.stubhub.com, www.stubhub.ca, www.viagogo.com, www.viagogo.be, www.viagogo.es, www.viagogo.fr, and through other stubhub domains and a StubHub app, as well as viagogo domains and the viagogo app.
13. StubHub charges significant fees to buyers and sellers of tickets on its websites and apps ("**Fees**").
14. StubHub markets "security and trust" as one of its "key value propositions to buyers", stating:¹
"Every transaction on our marketplace is safeguarded by the highest standards of security and trust that start with secure payment and ticket delivery and extend to the buyer's experience on event day. Our FanProtect program guarantees all purchases on our marketplace, so buyers have peace of mind knowing their ticket is authentic. We believe that live events represent once in-a-lifetime experiences; therefore, should any issue with the ticket arise, we have support teams that play a critical role in helping find substitute tickets to ensure a buyer can attend the event."
15. StubHub's FanProtect Guarantee (the "**Guarantee**") promises consumers:²

You will get your tickets in time for the event

¹ pages 10-11 of Stubhub Holdings Inc. Form S-1 – United States Securities and Exchange Commission, Washington, D.C. 20549: <https://www.sec.gov/Archives/edgar/data/1337634/000119312525060140/d225849ds1.htm>

²

https://www.stubhub.ca/legal/?section=fp&_gl=1*1p18tui*_gcl_au*NTg5NTk1NjE5LjE3ODM0NzI1NzU1TEVsUU1WTkFxdEJoMktYQONZRUFBWUFTQUFFZ0thSnZEX0J3RQ..*_gcl_au*NTg5NTk1NjE5LjE3ODM0NzI1NzU1. [as of July 8, 2026]

Your tickets will be valid for entry

Your tickets will be the same as or comparable to those you ordered

If any of these things do not occur and you comply with applicable policies and timelines, we will find you comparable or better tickets to the event, or offer you a refund of what you paid for your purchase or credit of the same amount for use on a future purchase and

If the event is canceled and not rescheduled, you will get a refund or credit for use on a future purchase, as determined in our sole discretion (unless a refund is required by law).

16. The Guarantee is prominent on each page of its websites and apps.
17. Despite its representations, StubHub regularly declines to honour the Guarantee. When tickets are unavailable because a consumer either does not receive their ticket in time for the event or does not receive a ticket that is valid at entry, StubHub does not provide comparable or better tickets. Instead, StubHub knowingly provides inferior tickets and/or refuses to offer refunds, even when comparable tickets remain available. StubHub knows, or reasonably ought to know, that when it offers inferior tickets shortly before an event, the consumer is left with no meaningful choice. This practice is a form of undue pressure for consumers to accept inferior tickets.
18. By providing consumers with replacement tickets that are less valuable than their original tickets, StubHub keeps the difference and consumers are denied the full value of tickets they purchased.
19. StubHub also either knows or ought to know that at least some of the tickets it offers on its websites did not exist when they were made available to purchase on its websites.
20. For example, StubHub advertised and allowed speculative listings for the 2026 Fédération Internationale de Football Association (“**FIFA**”) World Cup tickets months before FIFA actually released any seats.
21. During the Class period (as defined in paragraph 33 below), all of the defendants entered into distance contracts with Class members, including the plaintiff relating to a resale ticket for events held in British Columbia, Ontario, Quebec, Alberta, and Saskatchewan.

Representative Plaintiff

22. The plaintiff, Mark Gallagher (the “**Plaintiff**”) is and was a resident of British Columbia at all material times.
23. On or about March 7, 2026, the Plaintiff paid the defendant, StubHub Canada Inc., \$11,407.11 and \$2,011.28 to purchase two sets of two tickets to the Canada versus Qatar FIFA World Cup game to be held in Vancouver, British Columbia on June 18, 2026 (the “**Qatar Tickets**”) through www.stubhub.ca. The total price included \$2,442.51 and \$441.01 respectively in fees, apart from taxes and the cost of each ticket.

24. On or about March 7, 2026, the Plaintiff also paid \$5,765.15 to the defendant, StubHub Canada Inc., for two tickets to the Switzerland versus Canada FIFA World Cup game to be held in Vancouver, British Columbia on June 24, 2026 (the “**Switzerland Tickets**”). This included a \$1,240.36 fee.
25. The purchase confirmation of neither the Qatar Tickets nor the Switzerland Tickets stated the exact seat number of each ticket. Two of the Qatar Tickets that cost \$2,011.28 were listed as being in “Category 2”, without specifying the section, row or seat number of the tickets. The other two Qatar Tickets that cost \$11,407.11 specified section 244 and row 1 but not the seat numbers (these tickets did not materialize). The purchase confirmation of the Switzerland Tickets only specified the section and row, but not the seat number.
26. On June 14, 2026, the Plaintiff was notified that two of the Qatar Tickets that cost \$11,407.11 were ready to be delivered with instructions on how to obtain them. When the Plaintiff followed the instructions provided, he was unable to obtain any of the tickets and contacted the defendants’ help line shortly after (“**StubHub Help Line**”). When he first contacted the StubHub Help Line, the Plaintiff was advised by StubHub Help Line staff that his tickets would be available the next day in his inbox with instructions on how to obtain them. The next day, the tickets were not available as promised when the Plaintiff followed the instructions provided. The Plaintiff contacted the StubHub Help Line via phone or chat numerous times in the days before the event, and was told by different StubHub Help Line staff in call centres located in India, Mexico and other countries the same thing, that his file had been “escalated” and that the tickets would be available the “next day”. In the day or so prior to the event, StubHub Help Line staff’s advice changed. Each different staff member now told the Plaintiff that the tickets would be available within “two to three” hours. The tickets did not materialize despite numerous such promises and assurances that the Plaintiff’s file had been “escalated”.
27. The defendants had trained their staff to provide consistent messaging to callers of the StubHub Help Line regardless if they were true. During the week prior to the event, the Plaintiff was advised repeatedly by different StubHub Help Line staff at different call centres that his tickets would be available the “next day”. Closer to the event, StubHub Help Line staff promised the tickets would be available within “two to three” hours. All StubHub Help Line staff repeated the same promises and assurances in identical language to the Plaintiff, despite knowing, or ought to know, that no such tickets would ever materialize.
28. The Plaintiff remained on the StubHub Help Line until approximately 4:00am the day of the Qatar game and they continued to promise the tickets within “two to three hours”. Relying on the defendants’ promises and assurances, the Plaintiff travelled to BC Place Stadium before the game started to ensure he was able to watch the game when the tickets arrived as promised. They did not.
29. Finally, shortly before the Qatar game started, the StubHub Help Line staff advised that there were no tickets as promised.
30. The defendants did not provide or offer to provide alternate seats comparable to the Qatar Tickets, despite there being comparable tickets available to the Canada v. Qatar June 18, 2026 FIFA World Cup game in Vancouver, British Columbia.

31. The Plaintiff reasonably relied on the Guarantee but was not provided with comparable tickets, despite those being available and advertised as such on the defendants' websites and apps.
32. If the Plaintiff knew that StubHub did not have possession or control of the tickets, was unable to deliver or unauthorized to deliver all of his Qatar Tickets, he would not have purchased them. The Plaintiff suffered damages as a result.

Class

33. The Plaintiff brings this action on his own behalf and on behalf of the following class of persons ("**Class**"):

All persons who entered into a distance contract relating to a resale ticket for an event held in British Columbia, Alberta, Saskatchewan, Quebec or Ontario, with any of the Defendants, whose ticket was not produced by any of the Defendants or who were provided with a different ticket than the one purchased, since March 31, 2025 (the "**Class Period**"); or any other Class to be determined by the Court.

34. The Plaintiff and Class members reasonably relied on StubHub's representations and Guarantee that they would produce the tickets purchased or reasonable equivalents.
35. The Plaintiff and Class members suffered damages as a result of the defendants misrepresentations, breach of the Guarantee and breaches of the BPCPA, *Ticket Sales Act* and other applicable laws as detailed in Schedule A, including but not limited to the following:
 - a. travel and accommodation costs to the venue;
 - b. loss of income;
 - c. difference of the full value of the ticket purchased;
 - d. such further particulars as may be provided.

Part 2: RELIEF SOUGHT

1. The Plaintiff claims, on his own behalf and on behalf of the Class as follows:
 - a. an order certifying this action as a class proceeding pursuant to the *Class Proceedings Act*, RSBC 1996, c 50;
 - b. a declaration that the defendants, or each of them, have contravened the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2 (the "**BPCPA**") and the *Ticket Sales Act*, SBC 2019 and the Class Members are entitled to monetary damages and/or restitution;
 - c. an order for the aggregate assessment of the monetary relief, including any punitive damages, pursuant to s. 29 of the *Class Proceedings Act*;

- d. pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79;
- e. the costs of administering the plan of distribution of the recovery in this proceeding, and the costs of notice to the Class members; and
- f. an accounting and disgorgement of Fees obtained by each of the defendants;
- g. constructive trust;
- h. general damages;
- i. special damages;
- j. aggravated damages;
- k. exemplary damages;
- l. punitive damages;
- m. special costs or in the alternative, costs; and
- n. such further and other relief as this Honourable Court may deem just.

Part 3: LEGAL BASIS

Consumer Protection

1. The British Columbia *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2 (“**BPCPA**”) and other applicable consumer protection laws as detailed in Schedule A and applicable regulations prohibit deceptive, unconscionable, or unfair acts or practices.
2. The Plaintiff and all Class members who purchased tickets from the defendants are "consumers" within the meaning of the BPCPA and other applicable consumer protection laws as detailed in Schedule A.
3. The offer for sale and sale of tickets on the defendants' websites are "consumer transactions" within the meaning of the BPCPA and other applicable consumer protection laws as detailed in Schedule A.
4. The defendants, are both a "supplier" and/or "merchant" within the meaning of the BPCPA and other applicable consumer protection laws as detailed in Schedule A.
5. The defendants engaged in, and continue to engage in unconscionable, deceptive, or unfair acts or practices by making representations that tickets offered for sale on their websites or apps:
 - a. existed, or were available for sale when such ticket was not available as represented or at all;

- b. were of a particular location in the event space, when they were not;
 - c. were available in quantities greater than they were in fact available;
 - d. tickets would be supplied within a stated period when the defendants knew, or reasonably ought to have known that they would not be supplied within the stated period or at all;
 - e. by exaggerating or using innuendo or ambiguity as to the existence, availability, or location of the ticket, which are material facts, and thus misleading Class members; and
 - f. other deceptive business practices as may be proven at trial.
6. The defendants, or each of them, further breached the BPCPA and other applicable consumer protection laws as detailed in Schedule A because at the time of the sale of each ticket, the total price grossly exceeded the total price at which similar tickets were readily obtainable by similar consumers.
 7. As a result of the unconscionable acts and practices, the defendants or each of them have received the benefit of the Fees paid by the Plaintiff and other Class members who did not receive tickets reasonably comparable to the tickets they purchased in breach of the Guarantee.
 8. The Class Members have an interest in the funds received by the defendants, or each of them, on account of Fees paid and accrued interest that was earned on the monies paid to the defendants, or each of them. Those funds were obtained in breach of ss. 4-5 and 8-9 of the BPCPA, and which are also not binding on the consumer per s. 10(1) of the BPCPA and other applicable consumer protection laws as detailed in Schedule A.
 9. The Plaintiff and Class members have a right to make a claim for damages under s. 171 of the BPCPA and other applicable consumer protection laws as detailed in Schedule A.
 10. As a result of the defendants', or each of their, breaches of the BPCPA, the Class Members are entitled to a declaration under s. 172(1)(a) of the BPCPA, an injunction under s. 172(2) of the BPCPA, and a restoration order under s. 172(3)(a) of the BPCPA and other applicable consumer protection laws as detailed in Schedule A.

Ticket Sales Act

11. In breach of s.9 of the *Ticket Sales Act*, SBC 2019, c. 13, and other applicable laws as detailed in Schedule A, the defendants made tickets available for sale even though such tickets were not in the defendants', or each of their, possession or control.
36. In breach of s. 3 of the *Ticket Sales Act*, SBC 2019, c. 13, the defendants, or each of them knowingly advertise tickets for sale that they knew, or ought to have known, were acquired through software, including automated ticket purchasing software, that is designed to circumvent equitable ticket buying processes.
12. The Plaintiff and Class members have a right to make a claim for damages under s.11 of the *Ticket Sales Act*, SBC 2019, c. 13 and other applicable laws as detailed in Schedule A.

Unjust Enrichment

13. By providing consumers with replacement tickets that are less valuable than their original tickets, StubHub keeps the difference in value as well as any Fees and is unjustly enriched, without juristic reason, and Class members suffered a corresponding deprivation.
14. As a result of unjust enrichment, the Plaintiff and the other Class Members are entitled to an accounting, disgorgement of revenue and a constructive trust with respect to any revenue arising from the Fees.
15. The defendants, or each of them, are vicariously liable for the statements and misrepresentations made by StubHub Help Line staff.

Plaintiff's address for service:

Westpoint Law Group
Barristers & Solicitors
2200 – 1177 West Hastings Street
Vancouver, BC V6E 2K3

Fax number address for service (if any):

none

E-mail address for service (if any):

service@westpointlawgroup.com

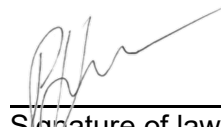
Place of trial:

Vancouver, British Columbia

The address of the registry is:

Law Courts 800 Smithe Street
Vancouver, BC V6Z 2E1

Date: July 15, 2026



Signature of lawyer for the plaintiff,
Polina H. Furtula

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists

- (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial or prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

APPENDIX**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

This proceeding involves a claim against the Defendants in negligence and breach of the duty of good faith and fair dealing resulting from the negligent sale of automobile insurance.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

- ☐ a motor vehicle accident
- ☐ personal injury, other than one arising from a motor vehicle accident
- ☐ a dispute about real property (real estate)
- ☐ a dispute about personal property
- ☐ the lending of money
- ☒ the provision of goods or services or other general
commercial matters
- ☐ an employment relationship
- ☐ a dispute about a will or other issues concerning the
probate of an estate
- ☐ a matter not listed here

Part 3:

1. *Class Proceedings Act*, RSBC 1996, c. 50;
2. *Business Practices and Consumer Protection Act*, SBC 2004, c. 2;
3. *Ticket Sales Act*, SBC 2019, c. 13.