AMERICAN ARBITRATION ASSOCIATION
Consumer Arbitration

In the Matter of the Arbitration between

Case Number: [redacted]

[redacted]
-vs-
StubHub Inc.

FINAL AWARD

I, [redacted], the undersigned arbitrator ("Arbitrator"), having been designated in accordance with the arbitration agreement entered into between the above-named parties, and having been duly sworn, and having duly heard the proofs and allegations of the Parties, Claimant represented by counsel and Respondent represented by counsel, both at an evidentiary hearing held on October 16, 2025, and October 17, 2025, and then through additional written arguments and proofs being provided by the Parties prior to the final hearing being deemed closed November 6, 2025, as set forth in Order No. 9, do hereby issue this **FINAL AWARD** as follows:

Per Consumer Rule R-43 and the Report of Preliminary Management Hearing and Scheduling Order entered in this arbitration and agreed to by the Parties, this Final Award "shall be in writing and executed in the form and manner required by law. The parties agreed that the award shall be in the form of a reasoned decision that provides concise written reasons for the decision" and that "[t]he Arbitrator shall decide any disagreements over the form of the award." Consistent with the above, Arbitrator provides the following concise written reasons for decision and issues this Final Award as follows:

I. Conduct of the Final Hearing and Subsequent Proceedings

Claimant [redacted] ("Claimant" or "[redacted] or "Mr. [redacted] filed this consumer arbitration against Respondent StubHub, Inc. ("StubHub" or "Respondent") on January 23, 2025. Claimant brought various causes of action seeking actual and consequential damages, punitive damages, attorney's fees and costs, and interest relating to two different orders of tickets to a November 30, 2024, football game between the University of Texas and Texas A&M University (the "Game") that Claimant purchased from Respondent's ticket platform.

Pursuant to the Arbitrator's Order No. 3, the dispute is governed by California substantive law and the AAA Consumer Rules. Pursuant to the Arbitrator's Order No. 5, a hybrid two-day evidentiary hearing was held on October 16-17, 2025. Claimant appeared at the evidentiary hearing by and through his counsel, [redacted]. Respondent appeared by and through its counsel, [redacted]. Two witnesses testified at the final hearing. Claimant testified in person and Respondent's corporate representative, [redacted], testified virtually via Zoom. Both witnesses were sworn under oath prior to providing testimony, and no restrictions were placed on the length or presentation of their testimony.

Claimant requested, and the Arbitrator issued, final-hearing subpoenas for the following fact witnesses not under the control of Respondent who had previously worked through a third-party entity by contract at Respondent's call centers: [redacted], and [redacted].

None of them appeared at the final hearing as their current employer refused to make them available. Their recorded calls, however, were placed into evidence.

[redacted]

In addition, on October 31, 2025, both Claimant and Respondent provided proposed form awards for entry by the Arbitrator. Of note, and while the Parties reach their respective determinations for different reasons, both Claimant and Respondent agree as detailed in their proposed final awards that Claimant, Mr. [redacted] is entitled to recover from Respondent, StubHub, at least $5,655.23 in actual damages:

Claimant's Draft Award Excerpts

"Claimant's first written settlement offer to Respondent was sent on December 6, 2024 requesting a total of **$5,655**. Ex. C-30. Respondent never made any settlement offer to Claimant. …

VI. Damages. IT IS THEREFORE ORDERED that Claimant **have and recover actual damages from Respondent in the amount of $5,655.23**."

Respondent's Draft Award Excerpts

"… the evidence establishes that the seller for the 1st Order notified StubHub she could not deliver the tickets to Mr. [redacted] almost a month before Mr. [redacted] received that information.

…. Had Mr. [redacted] been informed that the seller could not deliver the tickets on October 31, 2024, it is likely he could have used a refund of his $2,702.80 purchase price to purchase substantially similar tickets. Similarly, had Mr. [redacted] been timely notified, the confusion regarding whether he would receive his 2nd Order tickets and his perceived need to order tickets from SeatGeek would have been avoided. … Accordingly, the principles of equity and justice require Mr. [redacted] be compensated for the funds he spent over and above the cost of the 1st Order. Mr. [redacted] cost for the 2nd Order was $4,310.41 and his cost for the SeatGeek tickets was $4,047.62, with a combined total of $8,385.03. As Mr. [redacted] was refunded $2,702.80 for the 1st Order, **equity requires he recover the amount of $5,655.23 from StubHub**."

II. Undisputed Facts

The parties did not dispute the following facts (unless otherwise detailed in footnotes or parentheticals set forth below) at the evidentiary hearing, although the Parties dispute the impact of such facts on the claims made in this arbitration.

1. Mr. [redacted] registered for a StubHub account using the email address of [redacted] thereby accepting the terms and conditions in StubHub's Global User Agreement and the policies incorporated therein, including StubHub's FanProtect Guarantee ("FPG").

2. Respondent's FPG states that Respondent will "go out of [its] way to find replacement tickets if there is an issue with your order." *See* Ex. C-1. It also states, "[i]f there's an issue with your order, we'll make it right with replacement tickets or your money back." *See* Ex. C-2. The FPG further claims, "[w]e'll handle communications with buyers." *See* Ex. C-1.

3. Claimant purchased two tickets from StubHub's online marketplace for the Game on October 27, 2024, for $2,702.10 or $2,702.80 ("First Order" or "1st Order"). The seats were in Section 119, Row 34, Seats 5 and 6, which are close to the field. The First Order seller was [redacted]. The First Order confirmation number was 547314611.

4. Claimant purchased two tickets from StubHub for the Game on November 30, 2024, at about 4:18 pm CST for $4,310.41 ("Second Order" or "2nd Order"). The seats were in Section 117, Row 6, which are also close to the field. The Second Order seller was [redacted] The Second Order confirmation number was 549624680.

5. Claimant purchased two tickets from SeatGeek for the Game on November 30, 2024, at about 4:40 pm CST. The seats were in section Z13, Row 4, which is relatively close to the field, but according to Claimant were not exactly as desirable as either the First Order or Second Order tickets. The purchase total cost for these tickets was $4,047.62.

6. [redacted] (the seller) notified a StubHub customer service agent of the dropped First Order sale on October 31, 2024. Specifically, on October 31, 2024, the seller of the tickets for the First Order called StubHub and informed a StubHub customer service agent that she had already sold the tickets from the listing Mr. [redacted] purchased and had inadvertently neglected to remove her listing on StubHub.

7. The StubHub customer service agent failed to follow StubHub's internal procedure for notifying a buyer that a seller is unable to provide the tickets they purchased, which includes attempting to

procure replacement tickets for the buyer or offering the buyer a refund at the time that StubHub became so aware.

8. Respondent admitted at the final hearing that a StubHub customer service agent should have immediately or soon thereafter notified Claimant of the dropped First Order sale and offered him comparable or better tickets or a full refund at or near that time. Respondent, through its StubHub customer service agent, had unique knowledge to the fact that the First Order tickets were not forthcoming, and Claimant was unaware that his First Order tickets were not forthcoming until much later -- the day of the Game.

9. On October 31, 2024, a StubHub customer service agent told [redacted], "[w]e are going to start working to get replacement tickets for [Claimant]…Don't worry, we are going to take care of [Claimant]." *See* Exs. C-9A and C-9B.

10. By email to Claimant on November 19, 2024, Respondent notified Claimant that the kickoff time for the Game was moved from 1:30 pm CST to 6:30 pm CST yet still had not notified Claimant the tickets that were the subject of the First Order were not available.

11. StubHub did not notify Mr. [redacted] that the seller for the First Order could not deliver the tickets between October 31, 2024, and November 30, 2024.

12. On November 30, 2024, at 10:25 am CST, before traveling to College Station, Texas, Claimant had not received his tickets and called Respondent to confirm his tickets were forthcoming. A StubHub customer service agent told Claimant, "[y]ou can expect to receive the tickets today." *See* Exs. C-10A and C-10B. Respondent, through a different StubHub customer service agent as detailed above, was aware at this time Claimant was not going to receive his tickets. The customer service agent handling this call informed Mr. [redacted] that the seller had until 1:30 pm CST to deliver the tickets and told him a reminder would be sent to the seller.

13. November 30, 2024, at 10:33 am CST, [redacted] again notified a StubHub customer service agent of the dropped First Order sale.

14. From October 31, 2024, through November 30, 2024, at 2:41 pm CST, Respondent's app stated to Claimant, "Tickets on time."

15. Respondent did not attempt to notify Claimant of the dropped First Order sale until 2:41 pm CST on November 30, 2024.

16. Respondent did not make any attempt to find Claimant replacement tickets for the dropped First Order Sale until approximately 2:41 pm CST on November 30, 2024.

17. Less than four hours before the Game, Respondent offered Claimant replacement ticket options for the dropped First Order that were only in the uppermost regions of the stadium (400 and 300 sections). *See* Ex. C-14. Mr. [redacted] reviewed the replacement tickets offered by StubHub but did not find any in the same section or otherwise comparable to the tickets he purchased in the First Order. Mr. [redacted] did see, however, tickets in the same section still for sale on StubHub's marketplace, albeit for a higher price than he had paid for the First Order.

18. Claimant refused the replacement tickets for the First Order and was provided a full refund of the First Order amount on or about November 30, 2024.

19. Claimant made the Second Order during a telephone call beginning at 4:07 pm CST and provided a StubHub customer service agent the Second Order number stating, "[c]an you look at my order number and replace them with [the Second Order]? 549624680. Are you able to pull that up? You told me there weren't any tickets. Yeah, I just. I just got it. So just replace that with the tickets that you guys couldn't supply initially and just don't charge me for it. Ok?" *See* Exs. C-13A and C-13B. The StubHub customer service agent responded (although exactly what question was being responded to was unclear from the recording) after receiving the Second Order confirmation number "Ok." *Id.*

20. Based on a review of the business records of Respondent as well as Claimant being asked and providing information resident on his iPhone during the evidentiary hearing, the Second Order was placed in a way not tied to Claimant's primary email account but, instead (inadvertently as claimed by Claimant) was purchased in a way that Claimant's Apple account with the "hide my email" option selected was used, which caused the Second Order to be associated with a randomly generated Apple Relay address [redacted], which is designed to forward incoming emails to the email address of Mr. [redacted] choosing without giving StubHub Mr. [redacted] actual email address. StubHub sent a purchase confirmation email to Mr. [redacted] at the Apple Relay Address for the Second Order at 4:18 pm CST and another email at 4:21 pm CST indicating that the purchased tickets were ready. Mr. [redacted] testified he never received those emails.

21. After making the Second Order, Respondent called Claimant at 4:23 pm CST. Respondent's customer service agent stated that Respondent "recently" saw Claimant purchased tickets but there was "an issue with the ticket" and that the seller is "unable to complete the sale." *See* Exs. C-17A and C-17B. Claimant explained these tickets were only purchased "because the first ones I bought through you guys you couldn't fulfill. Are you saying those tickets aren't good either?" *Id.* The StubHub customer service agent stated (although exactly whether responding concerning the First Order or Second Order tickets was unclear) "understood." *Id.*[1]

22. After the call at 4:23 pm CST, Claimant purchased yet another set of tickets for the Game, this time through SeatGeek. Ex. C-18.

23. After purchasing the SeatGeek tickets, Respondent via the application on the phone notified Claimant that it would/had deliver the Second Order tickets. Claimant did not use the Second Order tickets and notified Respondent's customer service agent that he would not be using them before the Game.

24. On multiple occasions at the final hearing, Respondent's representative testified that Claimant should have received a Second Order refund, although such testimony was at times equivocated.

25. Claimant made efforts prior to the Game to allow the Second Order tickets to be put to use.

26. Respondent did not make any efforts to put the Second Order tickets to use by anyone other than Claimant.

[1] Claimant asserts he was discussing the Second Order while Respondent asserts its customer service agent was discussing the First Order because that order was placed using the Apple Relay email address and not the email address registered to Mr. [redacted] StubHub account.

27. Claimant has repeatedly requested a full refund for the Second Order tickets, but Respondent refused and has not provided any refund or any portion of it for the Second Order.

28. Claimant used only the SeatGeek tickets.

29. Claimant's first written settlement offer or demand to Respondent was sent on December 6, 2024, requesting a total of $5,655.20. Ex. C-30. Respondent never made any dollar tender or offer to Claimant prior to the evidentiary hearing other than having refunded the First Order as detailed above.

[redacted]

[redacted]

17. As detailed during the Final Hearing, Claimant [redacted] after making other attempts to have Respondent pay for the damage it caused by failing to follow the contractual terms of the FPG, including Respondent's own internal policies as Respondent admitted, sent a demand letter December 6, 2024 (Ex. C-30) asking for nothing else but to be made whole for the $5,655.23 lost. Claimant did not at that time seek attorney's fees or any other form of damage, and gave Respondent 30 days to review and make the payment that even Respondent now agrees was owed. Respondent instead summarily denied liability and put Claimant to the task of proving his claims by among other actions seeking counsel, filing this Arbitration, seeking and compelling discovery, briefing the legal and discovery standards that should be applied, preparing for and then trying this matter though a two-day final hearing. To not award a portion of the substantial attorney's fees time incurred in such a circumstance when Respondent concedes that the amount was owed all along would be contrary to California law on the ability to recover reasonable and necessary attorney's fees if successful in the prosecution of a breach of contract claim.

18. Moreover, as Respondent points out in its draft award:

> "The arbitration provision in the User Agreement provides that '[t]he arbitrator will decide the substance of all claims in accordance with the laws of the State of California, including recognized principles of equity ….' Under California law, arbitrators 'may base their decision upon broad principles of justice and equity, and in doing so may expressly or impliedly reject a claim that a party might successfully have asserted in a judicial action.' *Moncharsh v. Heily & Blase*, 3 Cal. 4th 1, 10–11,

832 P.2d 899, 904 (1992). As early as 1852, the California Supreme Court has recognized that '[t]he arbitrators are not bound to award on principles of dry law, but may decide on principles of equity and good conscience, and make their award ex aequo et bono [according to what is just and good].' *Id*. (quoting *Muldrow v. Norris*, 2 Cal. 74, 77 (1852)).

While StubHub did not do so willfully or with the intent to defraud Mr. Kring, the evidence establishes that the seller for the 1st Order notified StubHub she could not deliver the tickets to Mr. Kring almost a month before Mr. Kring received that information. The evidence also showed that the price for tickets in Section 119 that Mr. Kring purchased on October 27, 2024, had increased significantly by November 30, 2024. Had Mr. Kring been informed that the seller could not deliver the tickets on October 31, 2024, it is likely he could have used a refund of his $2,702.80 purchase price to purchase substantially similar tickets. Similarly, had Mr. Kring been timely notified, the confusion regarding whether he would receive his 2nd Order tickets and his perceived need to order tickets from SeatGeek would have been avoided. … [T]he evidence did show that the funds necessary to purchase substantially similar replacement tickets had significantly increased to Mr. Kring's detriment, and through no fault of his own. Accordingly, the principles of equity and justice require Mr. Kring be compensated for the funds he spent over and above the cost of the 1st Order. Mr. Kring's cost for the 2nd Order was $4,310.41 and his cost for the SeatGeek tickets was $4,047.62, with a combined total of $8,385.03. As Mr. Kring was refunded $2,702.80 for the 1st Order, equity requires he recover the amount of $5,655.23 from StubHub." [Respondent's draft award, Section VI.]

Thus, in addition to breach of contract standards for attorney's fee recovery, Arbitrator has the discretion upon broad principles of justice, equity, and good conscience to award a portion of the attorney's fees time expended in the prosecution of this arbitration by Claimant against Respondent as Respondent could have avoided all such amounts by timely investigating and paying the $5,655.23 as initially demanded by Claimant in early December 2024.

[redacted]

[redacted]

V. Damages

IT IS THEREFORE ORDERED that Claimant have and recover actual damages from Respondent in the amount of $5,655.23.

IT IS FURTHER ORDERED that Claimant recover from Respondent prejudgment interest on the actual damages in the amount of $5,655.23. This is computed by using the pre-judgment interest rate of 7% per annum from January 7, 2025, through the date of this Final Award on December 5, 2025 (333 day) totaling $361.16.

IT IS FURTHER ORDERED that Claimant's request for treble and/or punitive damages is DENIED.

IT IS FURTHER ORDERED that Claimant recover from Respondent reimbursement of $225.00 for the portion of the AAA filing fee paid by Claimant.

IT IS FURTHER ORDERED that Claimant recover from Respondent attorney's fees in the amount of $28,350.00.

IT IS FURTHER ORDERED that the total amount of this Final Award, as detailed by the individual amounts above, is $34,591.39.

IT IS FURTHER ORDERED that Respondent shall pay Claimant the total sum of $34,591.39 within twenty (20) business days of the date of this Final Award. If such payment is not made in the time set forth in this sentence, then post-judgment interest shall begin to accrue on the $34,591.39 at the rate of 10% annual simple interest on the twenty-first (21) business day after the date of this Final Award until paid.

IT IS FURTHER ORDERED that if Respondent fails to pay Claimant the total sum of $34,591.39 within twenty (20) business days of the date of this Final Award and Respondent unsuccessfully contests any requested confirmation of this Final Award by a court of competent jurisdiction in the [redacted], Claimant shall be entitled to recover from Respondent an additional $7,500.00 in reasonable attorney's fees.

IT IS FURTHER ORDERED that if Respondent fails to pay Claimant the total sum of $34,591.39 within twenty (20) business days of the date of this Final Award and Respondent unsuccessfully appeals the confirmation of this Final Award to a court of appeals in the [redacted], Claimant shall be entitled to recover from Respondent an additional $7,500.00 in reasonable attorney's fees.

IT IS FURTHER ORDERED that if Respondent fails to pay Claimant the total sum of $34,591.39 within twenty (20) business days of the date of this Final Award and if Respondent appeals the confirmation of this Final Award through a petition for review in the [redacted] which is ultimately refused or denied, Claimant will be further entitled to recover from Respondent $10,000.00 in reasonable attorney's fees. Additionally, and finally, if such a petition for review is granted, but relief from award confirmation is not ultimately granted to Respondent, Claimant will be entitled to recover from Respondent an additional $15,000.00 in reasonable attorney's fees.

IT IS FURTHER ORDERED that consistent with the AAA Consumer Rules and the fact that Claimant is the prevailing party in this arbitration, professional compensation of the Arbitrator and any other AAA or final-hearing expenses (in addition to the $225.00 for the portion of the AAA filing fee paid by Claimant as dealt with above) shall be fully borne by Respondent.

This Final Award is in full settlement of all claims submitted to this arbitration. All claims not expressly granted herein are hereby DENIED.

SO ORDERED

December 5, 2025
Date

[redacted], Arbitrator

I, [redacted], do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my Final Award.

December 5, 2025
Date

[redacted], Arbitrator