

final pages of StubHub's Proposed Final Award (submitted to arbitrator before arbitrator issues his legally-binding final award)

liability provision were found to be unenforceable, [REDACTED] has not established the necessary elements for any of his claims that would result in liability for StubHub that would implicate the limitation of liability provision.

VI. The Principles of Equity and Justice

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. [REDACTED] 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. The evidence also showed that the price for tickets in Section 119 that Mr. [REDACTED] purchased on October 27, 2024, had increased significantly by November 30, 2024. 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. While the evidence submitted at the Hearing was insufficient to establish StubHub’s liability for Mr. [REDACTED] claims, the evidence did show that the

funds necessary to purchase substantially similar replacement tickets had significantly increased to Mr. [REDACTED] detriment, and through no fault of his own. 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.

Award

For the foregoing reasons, it is hereby ORDERED that:

- a) Mr. [REDACTED] is entitled to damages in the amount of \$5,655.23;
- b) Mr. [REDACTED] is entitled to reimbursement of \$225.00 for the portion of the AAA filing fee paid by Claimant;
- c) StubHub shall pay Mr. [REDACTED] the total sum of \$5,880.23 within twenty (20) business days of the date of this Award;
- d) StubHub shall pay any due and owing AAA administrative fees or arbitrator compensation for which deposits have not already been made; and
- e) This Award is in full settlement of all claims submitted in this Arbitration and any claims, requests for relief, or entitlements not expressly granted herein are hereby denied.

SO ORDERED.

Date

[REDACTED], Arbitrator