

**Service of Process
Transmittal**

04/29/2016
CT Log Number 529086193

TO: Karen Murakami
Yahoo! Inc.
701 First Ave
Sunnyvale, CA 94089-1019

RE: Process Served in California

FOR: Yahoo! Inc. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: GOODY TICKETS, LLC, Pltf. vs. YAHOO! INC., Dft.

DOCUMENT(S) SERVED: Summons, Affidavit, Notice and Order, Petition

COURT/AGENCY: Jackson County Circuit Court At Kansas City, MO
Case # 1616CV09849

NATURE OF ACTION: Defendant has breached policy in bad faith, entitling plaintiff to relief and damages for breach of contract

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Certified Mail on 04/29/2016 postmarked on 04/26/2016

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service (Document(s) may contain additional answer dates)

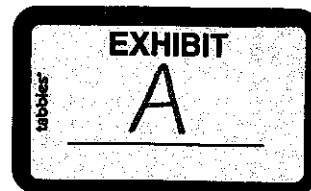
ATTORNEY(S) / SENDER(S): BRIAN T. GOLDSTEIN
Cummings, McClorey, Davis, Acho & Associates, P.C.
9140 Ward Parkway
Suite 225
Kansas City, MO 64114
816-842-1880

ACTION ITEMS: CT has retained the current log, Retain Date: 04/30/2016, Expected Purge Date: 05/05/2016

Image SOP

Email Notification, Karen Murakami murakami@yahoo-inc.com

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615



Page 1 of 1 / KB

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



IN THE 16TH JUDICIAL CIRCUIT COURT, JACKSON COUNTY, MISSOURI

Judge or Division: SANDRA C. MIDKIFF	Case Number: 1616-CV09849
Plaintiff/Petitioner: GOODY TICKETS, LLC	Plaintiff's/Petitioner's Attorney/Address: BRIAN T GOLDSTEIN 9140 Ward Parkway SUITE 225 KANSAS CITY, MO 64114
Defendant/Respondent: YAHOO!, INC.	Court Address: 415 E 12th KANSAS CITY, MO 64106
Nature of Suit: CC Other Tort	

(Date File Stamp)

Summons for Service by Registered or Certified Mail

The State of Missouri to: YAHOO!, INC.
Alias:

R/A CT CORPORATION SYSTEM
818 WEST 7TH STREET, SUITE 930
LOS ANGELES, CA 90017

COURT SEAL OF



JACKSON COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner, or Plaintiff/Petitioner, if pro se, at the above address all within 30 days after the return registered or certified mail receipt signed by you has been filed in this cause. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in the petition.

26-APR-2016
Date Issued

Clerk

Further Information:

Certificate of Mailing

I certify that on April 26, 2016, I mailed a copy of this summons and a copy of the petition to Defendant/Respondent YAHOO!, INC. by registered or certified mail, requesting a return receipt by the addressee only, to the said Defendant/Respondent at the address furnished by Plaintiff/Petitioner.

April 26, 2016

Date

Clerk

CERTIFIED ARTICLE NUMBER: 9214 8901 0661 5400 0085 5428 35

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY

GOODY TICKETS, LLC,)	
)	
Plaintiff,)	
)	Case No.: 1616-CV09849
v.)	Division: 1
)	
YAHOO! INC.,)	
Serve Registered Agent at:)	
CT Corporation System)	
818 West Seventh Street, Suite 930)	
Los Angeles, CA 90017)	
)	
Defendant.)	

AFFIDAVIT FOR SERVICE BY CERTIFIED MAIL

COMES NOW Brian T. Goldstein, counsel of record for Plaintiff Goody Tickets, LLC, pursuant to Missouri Supreme Court Rule 54.12(b), and having been duly sworn and upon his oath, states as follows:


1. Personal service cannot be had in this state upon Defendant Yahoo! Inc. ("Defendant") because Defendant's principal place of business is located in the State of California.

2. The name and address of the party to be served by mail is:

YAHOO! INC.

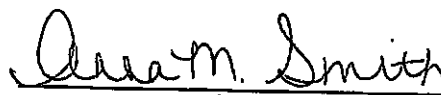
Serve Registered Agent at:
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

FURTHER AFFIANT SAYETH NOT.



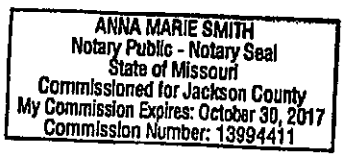
Brian T. Goldstein

In witness whereof I have hereunto subscribed my name and affixed my official seal this
25 day of April, 2016.



Notary Public

My Appointment Expires:



/s/Brian T. Goldstein
Brian T. Goldstein MO Bar #50191
David M. Katz MO Bar #67765
Cummings, McClorey, Davis, Acho & Associates, P.C.
9140 Ward Parkway, Suite 225
Kansas City, Missouri 64114
(816) 842-1880
(816) 221-0353 (fax)
bgoldstein@cnda-law.com
dkatz@cnda-law.com
ATTORNEYS FOR PLAINTIFF

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY

GOODY TICKETS, LLC

PLAINTIFF(S),
VS.

CASE NO. 1616-CV09849
DIVISION 1

YAHOO!, INC.

DEFENDANT(S),

NOTICE OF CASE MANAGEMENT CONFERENCE FOR CIVIL CASE
AND ORDER FOR MEDIATION

NOTICE IS HEREBY GIVEN that a Case Management Conference will be held with the Honorable SANDRA C. MIDKIFF on 01-AUG-2016 in DIVISION 1 at 09:00 AM. All Applications for Continuance of a Case Management Conference should be filed on or before Wednesday of the week prior to the case management setting. Applications for Continuance of a Case Management Conference shall comply with Supreme Court Rule and 16th Cir. R. 34.1. Continuance of a Case Management Conference will only be granted for good cause shown because it is the desire of the Court to meet with counsel and parties in all cases within the first 4 months that a case has been on file. All counsel and parties are directed to check Case.NET on the 16th Judicial Circuit web site at www.16thcircuit.org after filing an application for continuance to determine whether or not it has been granted.

A lead attorney of record must be designated for each party as required by Local Rule 3.5.1. A separate pleading designating the lead attorney of record shall be filed by each party as described in Local Rule 3.5.2. The parties are advised that if they do not file a separate pleading designating lead counsel, even in situations where there is only one attorney representing the party, JIS will not be updated by civil records department, and copies of orders will be sent to the address currently shown in JIS. Civil Records does not update attorney information from answers or other pleadings. The Designation of Lead Attorney pleading shall contain the name of lead counsel, firm name, mailing address, phone number, FAX number and E-mail address of the attorney who is lead counsel.

At the Case Management Conference, counsel should be prepared to address at least the following:

- a. A trial setting;
- b. Expert Witness Disclosure Cutoff Date;
- c. A schedule for the orderly preparation of the case for trial;
- d. Any issues which require input or action by the Court;
- e. The status of settlement negotiations.

MEDIATION

The parties are ordered to participate in mediation pursuant to Supreme Court Rule 17. Mediation shall be completed within 10 months after the date the case is filed for complex cases, and 6 months after the date the case is filed for other circuit cases, unless otherwise ordered by the Court. Each party shall personally appear at the mediation and participate in the process. In the event a party does not have the authority to enter into a settlement, then a representative of the entity that does have actual authority to enter into a settlement on behalf of the party shall also personally attend the mediations with the party.

The parties shall confer and select a mutually agreeable person to act as mediator in this case. If the parties are unable to agree on a mediator the court will appoint a mediator at the Case Management Conference.

Each party shall pay their respective pro-rata cost of the mediation directly to the mediator.

POLICIES/PROCEDURES

Please refer to the Court's web page www.16thcircuit.org for division policies and procedural information listed by each judge.

/S/ SANDRA C. MIDKIFF
SANDRA C. MIDKIFF, Circuit Judge

Certificate of Service

This is to certify that a copy of the foregoing was mailed postage pre-paid or hand delivered to the plaintiff with the delivery of the file-stamped copy of the petition. It is further certified that a copy of the foregoing will be served with the summons on each defendant named in this action.

Attorney for Plaintiff(s):

BRIAN T GOLDSTEIN, 9140 Ward Parkway, SUITE 225, KANSAS CITY, MO 64114

Defendant(s):

YAHOO!, INC.

Dated: 25-APR-2016

Jeffrey A. Eisenbeis
Court Administrator

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY

GOODY TICKETS, LLC,)	
)	
Plaintiff,)	
)	Case No.: _____
v.)	Division: _____
)	
YAHOO! INC.,)	
Serve Registered Agent at:)	
CT Corporation System)	
818 West Seventh Street, Suite 930)	
Los Angeles, CA 90017)	
)	
Defendant.)	

PETITION FOR DAMAGES

COMES NOW Plaintiff Goody Tickets, LLC (hereinafter "Goody Tickets"), by and through its counsel, and for its cause of action against Defendant Yahoo! Inc. (hereinafter "Yahoo!"), hereby states as follows:

PARTIES

1. Plaintiff Goody Tickets is an entity duly licensed and registered in the State of Kansas.
2. Defendant Yahoo! is a corporation licensed in the state of Delaware. It may be served with process upon its registered agent, CT Corporation System, 818 West Seventh Street, Suite 930, Los Angeles, California 90017. At all times relevant hereto, Yahoo! maintained and operated a business in Santa Clara, California.

JURISDICTION AND VENUE

3. Jurisdiction and venue are proper in this Court pursuant to the law of Missouri because Yahoo! has purposefully availed itself of the privilege of conducting activities within the

State of Missouri by transacting business and/or committing tortious acts in the State of Missouri, and therefore should reasonably anticipate being haled into court in this State.

4. Yahoo!'s connections with the State of Missouri are systematic, continuous and substantial enough to furnish personal jurisdiction over it in this cause of action.

FACTS COMMON TO ALL ALLEGATIONS

5. Goody Tickets is an event ticket broker engaged in the business of buying and selling tickets to entertainment and sporting events.

6. As part of Goody Tickets' business, Goody Tickets participates in various online and internet advertising campaigns for the purpose of driving internet traffic and customers to one of several internet websites owned and operated by Goody Tickets for the purchase of event tickets from Goody Tickets.

7. Microsoft Corporation (hereinafter "Microsoft") operates and maintains an online marketing platform entitled "Bing Ads" wherein advertisers, like Goody Tickets, can create an account portal connected to a credit card, and invest in particular search words and terms in order to drive more internet traffic to the advertiser's website.

8. Goody Tickets has owned and operated a Bing Ads account since April 2014 wherein Goody Tickets was able to simultaneously advertise on both Yahoo! and Bing Ads, and manage its entire advertising campaign for both Yahoo! and Bing Ads from its Bing Ads user account portal.

9. Goody Tickets has owned and operated several Bing Ads accounts, including Box Office Center, Master Discount, SportsTickets, StubCenter, TicketMojo, TicketsOnline, and Goody Tickets (hereinafter "Accounts"), that were funded by Goody Tickets' credit card.

10. Yahoo! operates and maintains an online marketing platform entitled "Yahoo! Gemini" wherein advertisers, like Goody Tickets, can create an account portal connected to a credit card, and invest in particular search words and terms in order to drive more internet traffic to the advertiser's website.

11. On or about April 2015, agents for Yahoo!'s "Account Team" contacted Goody Tickets about amending its current agreement with Bing Ads to "mirror advertise" all of Goody Tickets' advertising activity originated in Bing Ads onto the Yahoo! Gemini online marketing platform.

12. On or about April 2015, agents for Yahoo!'s "Account Team" falsely represented to Goody Tickets that "mirror advertising" would allow Goody Tickets to view its entire advertising campaign, including but not limited to, charges, refunds, net charges, clicks and click spend, for both Bing Ads and Yahoo! Gemini through Goody Ticket's Bing Ads user portal.

13. On or about May 27, 2015, in reliance on Yahoo!'s misrepresentations as set forth in the preceding paragraphs, Goody Tickets agreed to set up "mirror advertising" for the Accounts it had previously created on Bing Ads.

14. On or about May 27, 2015, Goody Tickets emailed Yahoo! its credit card information to initially fund the Accounts created on Yahoo! Gemini.

15. Both prior and subsequent to the initial funding of the Accounts, Yahoo! did not disclose, direct, or inform Goody Tickets that it would need to log in to both the Bing Ads and Yahoo! Gemini portals separately in order to monitor and manage the amounts that were being charged to its credit card linked to the Accounts.

16. Subsequent to the initial funding of the Accounts, and upon information and belief, Goody Tickets did not receive any invoice or notification alerting Goody Tickets that it

was being charged separately, and in addition to charges incurred through its Bing Ads portal, to run its Yahoo! Gemini online advertising campaign.

17. Because Goody Tickets was operating under the reasonable belief that its Accounts were “mirrored”, as falsely represented to be true by agents for Yahoo!’s “Account Team”, Goody Tickets only viewed and monitored its Bing Ads user portal with the expectation that it would reflect Goody Ticket’s total advertising expense for both Bing Ads and Yahoo! Gemini, as falsely represented to be true by agents for Yahoo!’s “Account Team”.

18. Unbeknownst to Goody Tickets, its advertising expense for Yahoo! Gemini was not reflected on Goody Ticket’s Bing Ads user portal, and therefore, it was unable to monitor, evaluate or modify its advertising spending on its Yahoo! Gemini Accounts.

19. Goody Tickets did not realize one single sale of event tickets from any advertising services provided through Yahoo! Gemini, and therefore, no benefit was conferred to, or received, by Goody Tickets, as a result of the “mirror advertising” provided by Yahoo!.

20. As a direct and proximate result of the various misrepresentations made to Goody Tickets by Yahoo!, Goody Tickets sustained damages in excess of \$129,000 as a result of its inability to monitor, evaluate, or modify its advertising spending on its Yahoo! Gemini Accounts.

COUNT I – BREACH OF THE KANSAS CONSUMER PROTECTION ACT

21. Goody Tickets incorporates by reference paragraphs 1 through 20 above as though fully set forth herein.

22. Yahoo! acted in a manner that deceptively led Goody Tickets to believe that Goody Tickets would be able to view its entire online advertising campaign, including but not

limited to, charges, refunds, net charges, clicks and click spend, for both Bing Ads and Yahoo! Gemini on Goody Ticket's Bing Ads user portal.

23. Yahoo! intended that Goody Tickets rely on these deceptive representations when it agreed to "mirror advertise" all of Goody Tickets' advertising activity originated in Bing Ads on Yahoo! Gemini.

24. Yahoo!'s representations concerning Goody Ticket's ability to monitor its Yahoo! Gemini online advertising campaign on Bing Ads user portal included characteristics, uses, and benefits that Yahoo! knew, or had reason to know, it did not have, including but not limited to, charges, refunds, net charges, clicks and click spend for Yahoo! Gemini Accounts.

25. Yahoo! caused actual damage to Goody Tickets in an amount in excess of \$129,000.

26. The conduct of Defendant Yahoo! showed complete indifference to, or conscious disregard for, the rights of Goody Tickets, justifying the imposition of punitive damages in an amount sufficient to punish Yahoo! and deter it and others from like conduct.

WHEREFORE, for this Count I, Plaintiff Goody Tickets respectfully prays this Court for judgment against Defendant Yahoo! in an amount in excess of \$129,000, together with prejudgment and post-judgment interest according to law, for punitive damages, for its costs in maintaining this action, and for such other and further relief as the Court may deem just and proper.

COUNT II - FRAUDULANT INDUCEMENT

27. Goody Tickets incorporates by reference paragraphs 1 through 26 as though fully set forth herein.

28. Prior to creating a Yahoo! Gemini account for Goody Tickets, Yahoo! made statements, promises and representations, as aforementioned, that were false whereby Yahoo! misrepresented that Goody Tickets would be able to view its entire online advertising campaign, including but not limited to, charges, refunds, net charges, clicks and click spend, for both Bing Ads and Yahoo! Gemini on Goody Ticket's Bing Ads user portal.

29. Yahoo! knew at the time of conveying these representations that they were false, or made them recklessly without knowledge that the representations were true.

30. Yahoo!'s misrepresentations were material, and induced Goody Tickets to create and fund a Yahoo! Gemini account.

31. Goody Tickets relied upon the truth and honesty of Yahoo!'s representations.

32. As a result of Goody Ticket's reliance on such misrepresentations, Goody Tickets has sustained and incurred direct and proximate damages in an amount in excess of \$129,000.

33. The conduct of Defendant Yahoo! showed complete indifference to, or conscious disregard for, the rights of Goody Tickets, justifying the imposition of punitive damages in an amount sufficient to punish Yahoo! and deter it and others from like conduct.

WHEREFORE, for this Count II, Plaintiff Goody Tickets respectfully prays this Court for judgment against Defendant Yahoo! in an amount in excess of \$129,000, together with prejudgment and post-judgment interest according to law, for punitive damages, for its costs in maintaining this action, and for such other and further relief as the Court may deem just and proper.

COUNT III - FRAUDULENT MISREPRESENTATION

34. Goody Tickets incorporates by reference paragraphs 1 through 33 as though fully set forth herein.

35. Prior to creating its Yahoo! Gemini account, Yahoo! made untrue statements of fact whereby Yahoo! misrepresented that Goody Tickets would be able to view its entire online advertising campaign, including but not limited to, charges, refunds, net charges, clicks and click spend, for both Bing Ads and Yahoo! Gemini on Goody Ticket's Bing Ads user portal.

36. Yahoo! knew at the time of conveying these representations that they were false, or made them recklessly without knowledge that the representations were true.

37. Yahoo!'s misrepresentations were material, and intended to deceive Goody Tickets to create and fund a Yahoo! Gemini account.

38. Goody Tickets relied upon the truth and honesty of Yahoo!'s representations.

39. As a result of Goody Ticket's reliance on such misrepresentations, Goody Tickets has sustained and incurred direct and proximate damages in an amount in excess of \$129,000.

40. The conduct of Defendant Yahoo! showed complete indifference to, or conscious disregard for, the rights of Goody Tickets, justifying the imposition of punitive damages in an amount sufficient to punish Yahoo! and deter it and others from like conduct.

WHEREFORE, for this Count III, Plaintiff Goody Tickets respectfully prays this Court for judgment against Defendant Yahoo! in an amount in excess of \$129,000, together with prejudgment and post-judgment interest according to law, for punitive damages, for its costs in maintaining this action, and for such other and further relief as the Court may deem just and proper.

COUNT IV - NEGLIGENT MISREPRESENTATION

41. Goody Tickets incorporates by reference paragraphs 1 through 40 as though fully set forth herein.

42. Yahoo! owed Goody Tickets a duty to exercise reasonable care in conducting

business with its advertisers like Goody Tickets.

43. Yahoo! failed to exercise reasonable care or competence by supplying and communicating false information to Goody Tickets in one or more of the following respects:

- a. Failing to properly communicate that Goody Ticket would not be able to view its entire online advertising campaign, including but not limited to, charges, refunds, net charges, clicks and click spend, for both Big Ads and Yahoo! Gemini on Goody Ticket's Bing Ads user portal;
- b. Failing to disclose, direct, or inform Goody Tickets that it would need to log in to both Bing Ads and Yahoo! Gemini portals in order to monitor, evaluate and manage the amounts it was being charged;
- c. Failing to send Goody Tickets an invoice or notification alerting Goody Tickets of the amount it was being separately charged to run its Yahoo! Gemini online advertising campaign.
- d. In such other and further ways to be learned through discovery.

44. Goody Tickets reasonably relied on the information supplied and communicated by Yahoo!.

45. As a direct and proximate cause of Yahoo!'s negligence, Goody Tickets sustained damages in an amount in excess of \$129,000.

46. The conduct of Defendant Yahoo! showed complete indifference to, or conscious disregard for, the rights of Goody Tickets, justifying the imposition of punitive damages in an amount sufficient to punish Yahoo! and deter it and others from like conduct.

WHEREFORE, for this Count IV, Plaintiff Goody Tickets respectfully prays this Court for judgment against Defendant Yahoo! in an amount in excess of \$129,000, together with

prejudgment and post-judgment interest according to law, for punitive damages, for its costs in maintaining this action, and for such other and further relief as the Court may deem just and proper.

COUNT V – NEGLIGENCE

47. Goody Tickets incorporates by reference paragraphs 1 through 46 as though fully set forth herein.

48. Yahoo! owed Goody Tickets a duty to exercise reasonable care in conducting business with its advertisers like Goody Tickets.

49. Yahoo! breached that duty in one or more of the following respects:

- a. Failing to properly hire, train, and retain reliable and competent Account Team representatives;
- b. Failing to properly supervise the representations made by its Account Team representatives;
- c. Failing to properly communicate to Goody Tickets that Goody Ticket would not be able to view its entire online advertising campaign, including but not limited to, charges, refunds, net charges, clicks and click spend, for both Big Ads and Yahoo! Gemini on Goody Ticket's Bing Ads user portal;
- d. Failing to disclose, direct, or inform Goody Tickets that it would need to log in to both Bing Ads and Yahoo! Gemini portals in order to monitor and manage the amounts it was being charged;
- e. Upon information and belief, failing to send Goody Tickets an invoice or notification alerting Goody Tickets of the amount it was being separately charged to run its Yahoo! Gemini online advertising campaign; and

f. In such other and further ways to be learned through discovery.

50. As a direct and proximate cause of Yahoo!'s negligence, Goody Tickets sustained damages in an amount in excess of \$129,000.

51. The conduct of Defendant Yahoo! showed complete indifference to, or conscious disregard for, the rights of Goody Tickets, justifying the imposition of punitive damages in an amount sufficient to punish Yahoo! and deter it and others from like conduct.

WHEREFORE, for this Count V, Plaintiff Goody Tickets respectfully prays this Court for judgment against Defendant Yahoo! in an amount in excess of \$129,000, together with prejudgment and post-judgment interest according to law, for punitive damages, for its costs in maintaining this action, and for such other and further relief as the Court may deem just and proper.

COUNT VI – BREACH OF CONTRACT

52. Goody Tickets incorporates by reference paragraphs 1 through 51 as though fully set forth herein.

53. On or about May 27, 2015, Goody Tickets and Yahoo! entered in a contract.

54. The terms of the contract between Goody Tickets and Yahoo! consisted of, among other things, Goody Tickets would be able to view its entire online advertising campaign, including but not limited to, charges, refunds, net charges, clicks and click spend, for both Bing Ads and Yahoo! Gemini on Goody Ticket's Bing Ads user portal.

55. Goody Tickets and Yahoo! contracted and agreed to be bound by the agreed-upon contract terms.

56. The contract between Goody Tickets and Yahoo! was supported by offer, acceptance, and consideration.

57. The contract between Goody Tickets and Yahoo! contained definite and certain terms.

58. Yahoo! is in breach of the contract between Goody Tickets and Yahoo! by failing to properly inform or notify Goody Tickets that it would not be able to view its entire online advertising campaign for both Yahoo! Gemini and Bing Ads on Goody Ticket's Bing Ads user portal.

59. As a direct and proximate cause of Yahoo!'s breach of contract, Goody Tickets has suffered damages in an amount in excess of \$129,000.

WHEREFORE, for this Count V, Plaintiff Goody Tickets respectfully prays this Court for judgment against Defendant Yahoo! in an amount in excess of \$129,000, together with prejudgment and post-judgment interest according to law, for its costs in maintaining this action, and for such other and further relief as the Court may deem just and proper.

COUNT VII - UNJUST ENRICHMENT/QUANTUM MERUIT

60. Goody Tickets incorporates by reference paragraphs 1 through 59 as though fully set forth herein.

61. In allowing Yahoo! to create a Yahoo! Gemini online marketing account for Goody Tickets, Goody Tickets conferred a benefit upon Yahoo! by paying them an amount in excess of \$129,000.

62. Yahoo! appreciated and acknowledged this monetary benefit.

63. Yahoo! accepted and retained this monetary benefit under inequitable circumstances because it did not disclose, direct, or inform Goody Tickets that it would need to log in to both Bing Ads and Yahoo! Gemini portals in order to monitor and manage the amounts that were being charged to its credit card linked to the Yahoo! Gemini Accounts.

WHEREFORE, for this Court VII, Plaintiff Goody Tickets respectfully prays this Court for judgment against Defendant Yahoo! in an amount in excess of \$129,000, together with prejudgment and post-judgment interest according to law, for its costs in maintaining this action, and for such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff Goody Tickets hereby requests a jury trial on all issues so triable.

/s/Brian T. Goldstein

Brian T. Goldstein MO Bar #50191
David M. Katz MO Bar #67765
Cummings, McClorey, Davis, Acho & Associates, P.C.
9140 Ward Parkway, Suite 225
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