

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION**

KATE RUSSELL, MICHELLE HEINZ,)
HARMONY MARTIN, ASHLEY CALI,)
and JENNIFER COSTELLO, individually,)
and on behalf of all others similarly situated,))

Case No. 3:26-cv-360-CHB

Plaintiffs,)

CLASS ACTION COMPLAINT

v.)

JURY TRIAL DEMANDED

THE COMPLETE PLAN, INC.)
d/b/a TEAM TRAVEL SOURCE,)

Defendant.)

CLASS ACTION COMPLAINT

Plaintiffs Kate Russell, Michelle Heinz, Harmony Martin, Ashley Cali, and Jennifer Costello, on behalf of themselves and all others similarly situated, by and through their attorneys, bring this class action, upon personal knowledge as to themselves and their own acts, and upon information and belief as to all matters against Defendant, against The Complete Plan, Inc. d/b/a Team Travel Source (“Team Travel Source,” “TTS,” or “Defendant”), for violations of: (1) Kentucky Consumer Protection Act, Kentucky Revised Statutes (“KRS”) § 367.170 *et seq.* (“KCPA”); (2) California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750–1784 (“CA CLRA”); (3) California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* (“CA UCL”); (4) California False Advertising Law, Cal. Bus. & Prof. Code, § 17500 *et seq.* (“CA FAL”); (5) New York General Business Law § 349 (Deceptive Acts and Practices) (“NY GBL § 349”); (6) New York General Business Law § 350 (False Advertising) (“NY GBL § 350”); and (7) unjust enrichment, and in support states as follows:

NATURE OF THE ACTION

1. Plaintiffs bring this action to challenge Defendant’s deceptive, unconscionable, and unfair practice of charging mandatory junk fees¹ for hotel reservations made in connection with “Stay-to-Play” youth sporting events and misrepresenting the nature of those junk fees.

2. In addition to imposing mandatory junk fees that have little to no added value to consumers and misrepresenting the nature of those fees, Defendant falsely tells consumers that they must book hotel stays via Defendant’s platform in order for their children to participate in affiliated events and misrepresents the reason behind the “Stay-to-Play” policy, thereby leading consumers to believe that (a) they have no choice but to book via Defendant’s platform, and (b) they benefit from a policy that in fact harms them.

3. Defendant also falsely advertises a “Lowest Rate Guarantee” to make it appear as though consumers will achieve the lowest possible rate by booking their hotel stay via Defendant’s platform. Defendant’s “guarantee” is illusory, however, because the rate Defendant uses for comparison does not factor in the junk fees, and the “guarantee” does not apply to rates offered by other third-party platforms. Additionally, as detailed below, even when consumers are able to find a lower rate by booking directly with the same hotel, Defendant’s “guarantee” does not result in a downward price adjustment for consumers.

4. Plaintiffs bring this action to provide a remedy to the thousands, if not millions, of families across the United States who have been harmed by Defendant’s unlawful practices.

¹ As defined by the FTC, “Junk Fees” are “unfair or deceptive fees that are charged for goods or services that have little or no added value to the consumer.” Unfair or Deceptive Fees Trade Regulation Rule Commission Matter No. R207011, 87 Fed. Reg. 67413 (proposed Nov. 8, 2022) (to be codified at 16 C.F.R. pt. 464), available at <https://www.federalregister.gov/documents/2022/11/08/2022-24326/unfair-or-deceptive-feestrade-regulation-rule-commission-matter-no-r207011> [<https://perma.cc/2NKH-M3DJ>] (cleaned up).

PARTIES, JURISDICTION, AND VENUE

5. Plaintiff Kate Russell is an individual citizen of the Commonwealth of Kentucky.

6. Plaintiff Michelle Heinz is an individual citizen of the Commonwealth of Kentucky.

7. Plaintiff Harmony Martin is an individual citizen of the State of California.

8. Plaintiff Ashley Cali is an individual citizen of the State of California.

9. Plaintiff Jennifer Costello is an individual citizen of the State of New York.

10. Defendant The Complete Plan, Inc. is a Kentucky corporation doing business as Team Travel Source. Defendant's principal place of business is in Louisville, Kentucky.

11. Defendant may be served through its registered agent, April Danielle LaFramboise at 12910 Shelbyville Road, Suite 2015, Louisville, KY 40243.²

12. Jurisdiction is proper in this Court as the alleged violations occurred in this district, Defendant's principal place of business is in this district, and Defendant purposefully avails itself of the laws, protections, and advantages of doing business in Kentucky.

13. This Court has original jurisdiction over the action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because the aggregate claims of the putative class members exceed \$5 million, exclusive of interests and costs, and at least one member of the proposed class is a citizen of a different state than Defendant.

14. Venue is proper because a substantial portion of the events alleged herein occurred within this district.

²<https://sosbes.sos.ky.gov/BusSearchNProfile/Profile.aspx?ctr=769384> (last visited Feb. 27, 2026).

PLAINTIFFS' ALLEGATIONS

A. Youth Sports Inflation Is “Out of Control.”

15. Youth sports in the United States have become big business. The estimated annual revenue of the youth sports sector ballooned to \$40 billion in 2025, more than the annual revenue of the NFL and NBA combined.³

16. Parents are feeling the pinch. According to a survey conducted by the Aspen Institute’s Sports and Society Program in partnership with Utah State University and Louisiana Tech University (the “Aspen Survey”), family spending on youth sports increased 46 percent from 2019 to 2024, twice the rate of price inflation in the broader economy during the same period.⁴ The average family paid nearly \$1,500 for one child’s sports experiences in 2024, and the cost for families with more than one child participating in a sport was undoubtedly higher.⁵ Nearly 60 percent of parents described youth sports as a financial strain according to a 2022 Lending Tree survey.⁶

17. The Aspen Survey noted that increased spending on travel and lodging for non-local play was among the factors that drove up the overall costs of youth sports.⁷

18. The dramatic increase in costs has led to a widening income gap in youth travel sports. Youth players from households earning \$100,000 or more per year are two times more

³<https://www.washingtonpost.com/business/2026/01/07/youth-sports-cost-parents-investors-profit>

(last visited Feb. 25, 2026).

⁴ <https://projectplay.org/news/2025/2/24/project-play-survey-family-spending-on-youth-sports-rises-46-over-five-years> (last visited Feb. 25, 2026).

⁵ *Id.*

⁶ <https://www.washingtonpost.com/business/2026/01/07/youth-sports-cost-parents-investors-profit> (last visited Feb. 25, 2026).

⁷ <https://projectplay.org/news/2025/2/24/project-play-survey-family-spending-on-youth-sports-rises-46-over-five-years> (last visited Feb. 25, 2026).

likely to play travel sports than those from homes making under \$50,000.⁸

19. According to Tom Farrey, executive director of Aspen’s Sports & Society Program, “Youth sports inflation is out of control and no segment of the population is untouched.”⁹

B. Team Travel Source Partners with Tournaments and Events that Impose a “Stay-to-Play” Policy.

20. A growing number of youth sports tournaments and events have a “Stay-to-Play” policy.

21. TTS explains the “Stay-to-Play” policy as follows:

Stay-to-Play means that in order to participate in the tournament or event, teams and athletes must stay in one of the official hotels set up in the official tournament housing block. All reservations must be made through the designated reservation portal and must appear on the official rooming list and final compliance report. Stay-to-Play means that all teams that are attending a specific event are required to stay in a partner hotel.¹⁰

22. TTS claims to be “the leader in tournament housing for youth sports.”¹¹

23. According to its website, “Team Travel Source focuses on driving revenue growth and maximizing return on investment for event organizers, offering strategic solutions to boost profitability and financial success.”¹²

24. TTS’s website states that its “results” include “1.4M+ Room nights booked per year.”¹³ Figure 1 below is a screenshot of one of TTS’s webpages.

⁸ <https://projectplay.org/state-of-play-2025/participation-trends#5> (last visited Feb. 25, 2026).

⁹ <https://projectplay.org/news/2025/2/24/project-play-survey-family-spending-on-youth-sports-rises-46-over-five-years> (last visited Feb. 25, 2026).

¹⁰ <https://www.teamtravelsource.com/2022/09/15/what-you-should-know-about-stp> (last visited Feb. 25, 2026).

¹¹ <https://www.teamtravelsource.com> (last visited Apr. 23, 2026).

¹² https://www.teamtravelsource.com/the_tts_difference (last visited Feb. 25, 2026).

¹³ <https://www.teamtravelsource.com/event-housing> (last visited Apr. 23, 2026).

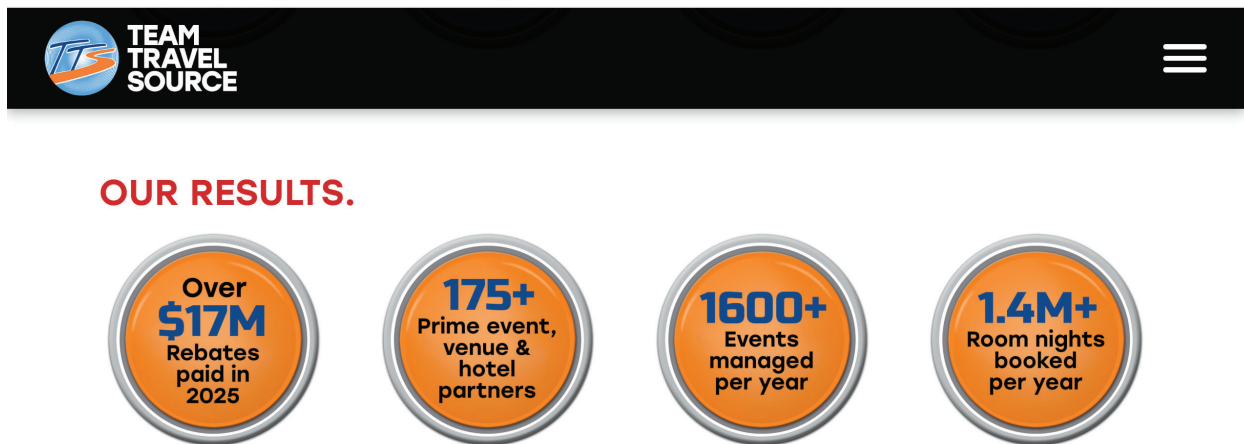


Fig. 1.

25. TTS partners with major hotel chains and claims, and its website states:

- Our Executives Sit On 5 Hotel Brand Advisory Boards
- 2021-2024 Hilton Largest Sports Intermediary by Revenue
- 2023 & 2024 Marriott Largest Sports Intermediary
- 1st or 2nd Highest Volume With All Hotel Brands¹⁴

26. According to its website, TTS supports more than 1600 yearly events in more than 400 cities in 44 states, resulting in 900,000 Actualized Annual Room Nights.¹⁵

27. Tournament directors and event producers benefit from their partnership with TTS because it provides “rebates” to tournament directors.

28. As shown in Figure 1, TTS claims to have paid over \$17 million in rebates in 2025.¹⁶

¹⁴ https://www.teamtravelsource.com/who_we_serve/events_we_support (last visited Feb. 25, 2026).

¹⁵ https://www.teamtravelsource.com/who_we_serve/events_we_support (last visited Feb. 25, 2026).

¹⁶ <https://www.teamtravelsource.com/event-housing> (last visited Feb. 27, 2026).

C. Team Travel Source Charges Junk Fees During Its Online Booking Process.

29. Though it claims to prioritize transparency,¹⁷ TTS deceptively masks junk fees that it charges to parents who book hotel rooms through its website.

30. Parents of youth athletes are generally directed to TTS by their child’s team manager or club official. For example, many parents of players on teams that registered for the EDP Spring Classic soccer tournament in New Jersey and Pennsylvania in March 2026 received a hyperlink via email that directed them to a website that stated that TTS is the “official housing partner for EDP Soccer” and that the EDP event has a “mandatory housing requirement” and requires all bookings to be made through TTS’s platform.

31. Figure 2 below is an excerpt of one example of what many parents of athletes participating in the EDP Spring Classic soccer tournament on March 13-14, 2026 saw after clicking on the link they received from their team manager or club official. Figure 2 was captured on January 30, 2026.

Block Name
Red Bulls G2012 Premier

Block Countdown
2 days left to book

Registered Team

Check-in - Check-out
Sat, 3/14/2026 - Sun, 3/15/2026

1 Traveler, 1 Room

SEARCH

Team Travel Source is the official housing partner for EDP Soccer. **This event has a mandatory housing requirement and requires all bookings to be made through this site.** Approximately one week prior to arrival, you'll receive a pre arrival info email containing your hotel confirmation number - please do NOT contact the hotel directly prior to this time, but rather make all reservation modifications through Team Travel Source.

Booking through **Team Travel Source** ensures guests receive discounted, locked-in hotel rates, blocks for teams to stay together, and a simple, stress-free booking process. With dedicated customer support and exclusive perks, TTS makes travel more convenient and enjoyable—while also supporting the success and quality of the event!

This event has multiple venues, but TTS offers a variety of strategically placed hotels, making it easy to find accommodations that best suit your schedule and location needs. **Be sure to filter your hotel search by your specific venue to find the most convenient options.**

Don't see what you need? Please reach out to soccer@teamtravelsource.com. We're here to help!

Fig. 2.

32. Parents are then directed through a multi-step booking flow which begins by asking them to select their hotel and room type. After making these selections, they are shown more

¹⁷ https://www.teamtravelsource.com/the_tts_difference (last visited Feb. 25, 2026).

detailed information, including check-in and check-out times, amenities, hotel cancellation policies, and a warning that additional incidental fees may be charged by the hotel. The base price per night and the total price are also displayed on this page with a fine print note that the total price “includes taxes & fees.”

33. Figure 3 below is one example of what many parents of athletes participating in the EDP Spring Classic soccer tournament on March 13-14, 2026 saw regarding the price of the hotel room during the booking process. Figure 3 was captured on January 30, 2026.

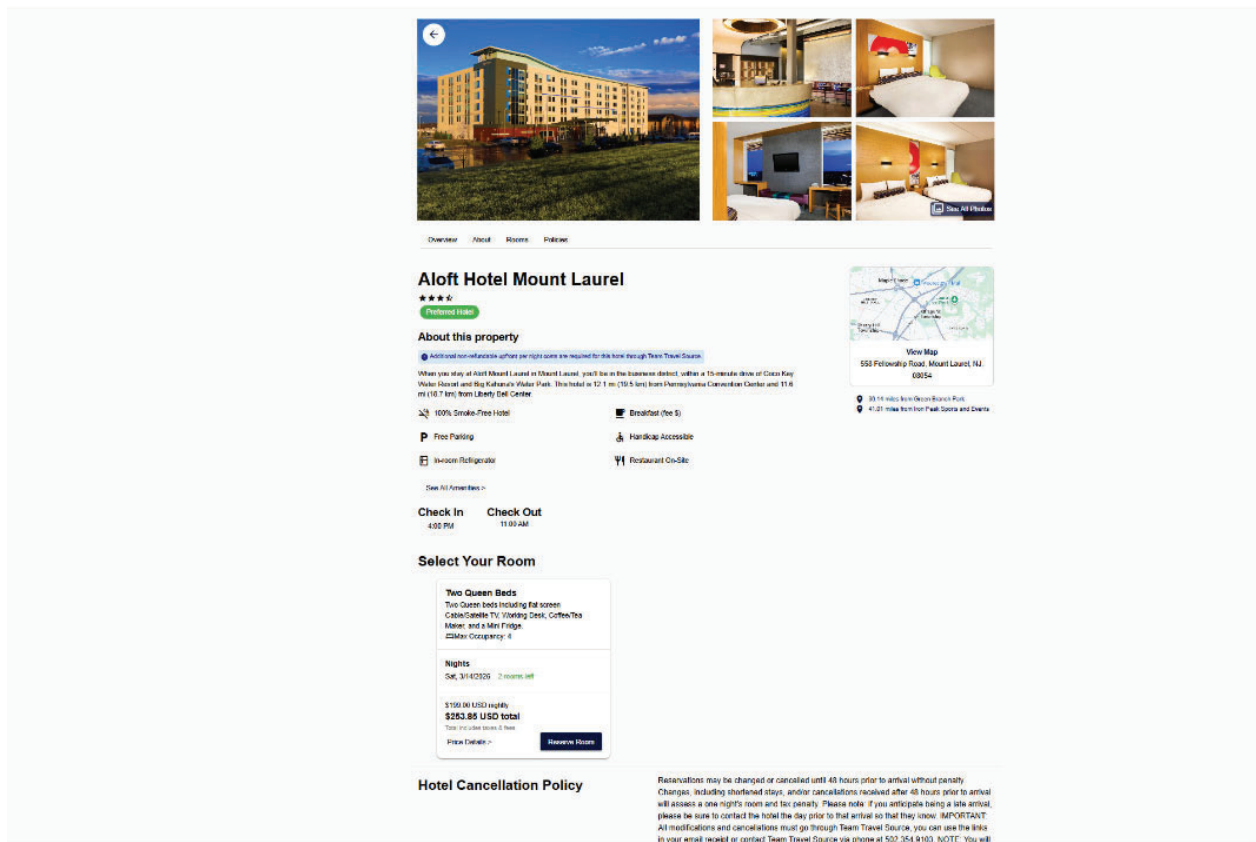


Fig. 3.

34. Parents who happen to click on the “Price Details” link under the total price are shown a pop-up that provides a breakdown of the charges as the base price of the room, a

“Secondary Fee,” and “Taxes.”

35. Figure 4 below is one example of what some parents of athletes participating in the EDP Spring Classic soccer tournament on March 13-14, 2026 saw if they clicked on “Price Details.” Figure 4 was captured on January 30, 2026.

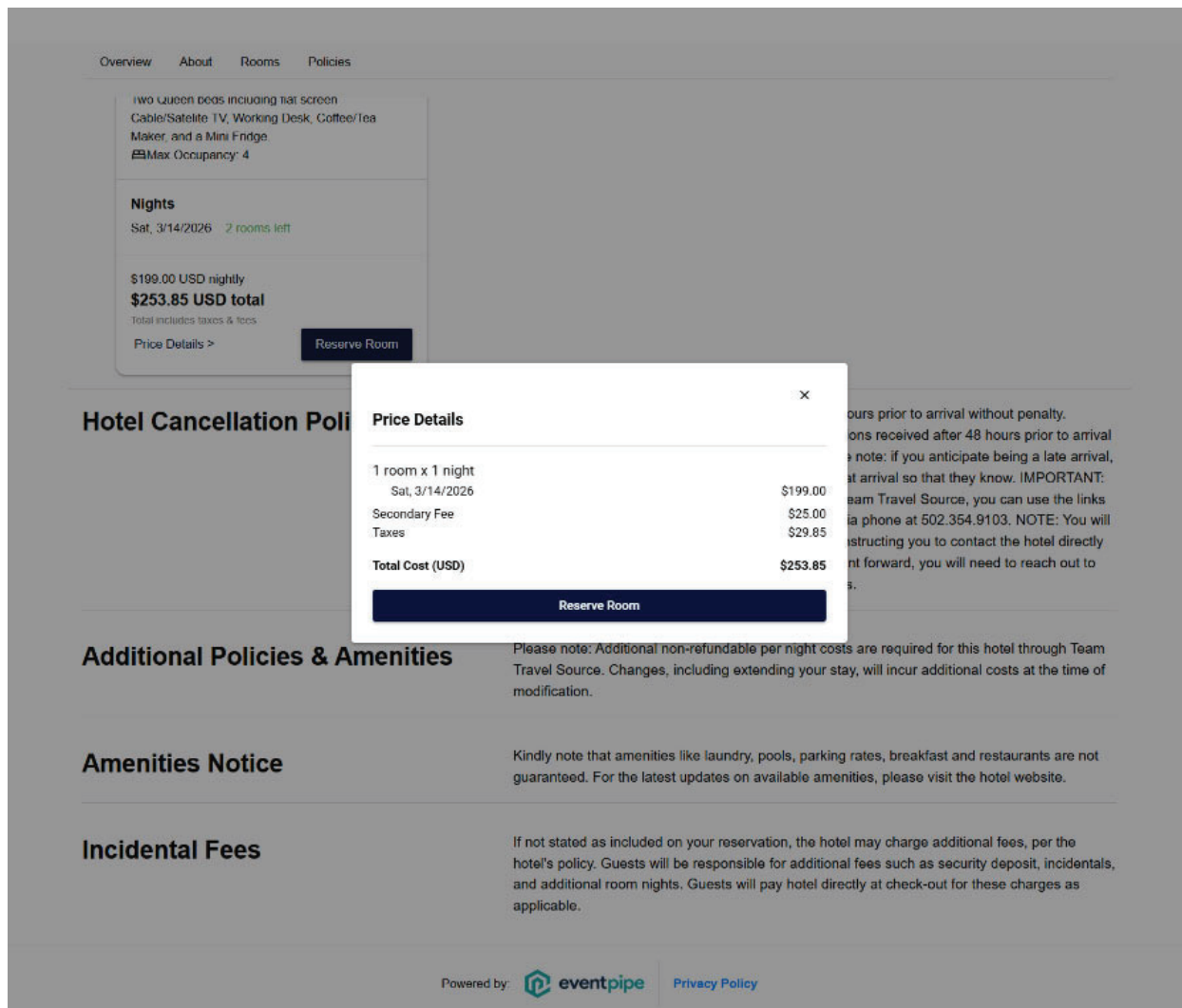


Fig. 4.

36. Parents who click “Reserve Room” are then directed to a page that requests guest information and displays a “Reservation Summary” with a list of charges, including “Booking Service Fees.”

37. Figure 5 below is one example of what a parent who booked a room at Aloft

Hotel Mount Laurel in New Jersey via TTS's platform saw while booking a room in connection with the 2026 EDP Spring Classic. Figure 5 was captured on January 30, 2026.

The screenshot displays a booking form for Aloft Hotel Mount Laurel. The form is divided into several sections:

- Guest Information:** Includes fields for Last Name (Primary Guest), Last Name, Mobile Number, and # of occupants (set to 1). There is also a field for "Select Guest Type".
- Add additional guest:** Includes fields for Organization Name, Group Block Name, Team Name, Athlete's Gender, and Athlete's Birth Year.
- Reservation Summary:** Shows the room type as "Two Queen Beds", check-in on Sat, 03/14/2026, and check-out on Sun, 03/15/2026. The total cost is \$228.85, with a room cost of \$253.85 and booking service fees of \$25.00.
- Cost Breakdown:**

Item	Amount
Room Cost	\$253.85
Due Today	\$25.00
Balance due	\$228.85

Fig. 5.

38. On information and belief, the “Booking Service Fees” displayed in Figure 5 refer to the same fee as the “Secondary Fee” displayed in Figure 4.

39. Other parents who booked hotel rooms via Team Travel Source’s platform reported being charged a mandatory “Cancel Convenience” fee in addition to a “Booking” fee.

40. Parents who booked hotel rooms via Team Travel Source’s platform reported that they were charged mandatory “Booking,” “Cancel Convenience,” and/or “Housing Protection” fees even when they were waitlisted for the hotel rooms they reserved.

41. After entering guest information, parents are then offered optional “Housing Protection” for an additional fee and asked for payment information.

42. After inputting payment information, parents are shown TTS’s “Reservation Policies,” which include a description of the mandatory fees.

43. Figure 6 below is an example of what a parent who booked a room at Aloft Hotel Mount Laurel in New Jersey via TTS's platform saw as the "Reservation Policies" while booking a room for the 2026 EDP Spring Classic. Figure 6 was captured on January 30, 2026.

The screenshot shows a booking interface for Aloft Hotel Mount Laurel. It includes a progress bar with four steps: 1. Guest Information, 2. Housing Protection, 3. Payment Information, and 4. Reservation Policies. The 'Reservation Policies' section contains text about hotel fees, amenities, taxes, and booking service fees. A summary table on the right lists the room cost, due today amount, and balance due.

Reservation Summary	
Two Queen Beds	
Check In	Sat, 03/14/2026
Check Out	Sun, 03/15/2026
Sat, 03/14/2026	\$ 199.00
Taxes	\$ 29.85
Booking Service Fees	\$ 25.00
Housing Protection	\$ 21.76
Room Cost	\$ 275.61
Due Today	\$ 46.76
Balance due	\$ 228.85

Fig. 6.

44. The "housing fee" is not explained during the booking flow. TTS also fails to explain why the "booking fee" and the "housing fee" are charged on a per night basis during the booking flow.

45. A parent seeking to understand why he or she was being forced to pay a non-refundable "housing fee" for a hotel reservation by searching the TTS website would see that there is no legitimate basis for the fee. TTS provides the following vague non-answer to "What is a housing service fee?" in the "Booking Fee FAQs" section of its website: "This fee helps support various aspects of the overall event ensuring a seamless housing experience – both on and off the

playing field!”¹⁸

46. As explained by TTS, the “Cancel Convenience” fee is a mandatory and non-refundable fee that generally enables parents to cancel their reservations without penalty up to 72 hours prior to arrival.¹⁹

47. For events that apply the “Cancel Convenience” fee, TTS does not give parents an option to avoid the fee and be subject to the hotel’s standard cancellation policy.

D. Team Travel Source Falsely Advertises and Deceives Consumers About Its Policies.

48. TTS misrepresents its policies to consumers by: (a) leading parents to believe that every player participating in an affiliated event must stay in a room booked via TTS’s platform; (b) stating that one of the benefits of a Stay-to-Play policy is to show the economic impact of a youth sporting event on a host city; and (c) claiming that parents save money by booking hotel stays via TTS’s platform.

49. TTS partners with tournament directors and event coordinators who enforce the Stay-to-Play policy to maximize profits for TTS and rebates for themselves.

50. These partners threaten to exclude teams from events if players’ parents do not abide by the Stay-to-Play policy.

51. For example, EDP Soccer’s website states: “Failure to comply with this [Stay-to-Play] requirement may lead to revocation of a team’s acceptance in the tournament.”²⁰

52. As shown in Figure 2 above, parents are told that there is a mandatory housing requirement and that hotels must be booked via TTS’s platform.

53. Any parent seeking clarification of the Stay-to-Play policy by visiting TTS’s

¹⁸ <https://www.teamtravelsource.com/resources/faqs-booking-fees> (last visited Apr. 23, 2026).

¹⁹ <https://www.teamtravelsource.com/cancel-convenience-sport/> (last visited May 12, 2026).

²⁰ <https://www.edpsoccer.com/policies/stay-to-play-policy> (last visited Apr. 22, 2026).

website would be left with the same understanding. TTS explains:

in order to participate in the tournament or event, teams and athletes must stay in one of the official hotels set up in the official tournament housing block. All reservations must be made through the designated reservation portal and must appear on the official rooming list and final compliance report. Stay-to-Play means that all teams that are attending a specific event are required to stay in a partner hotel.²¹

54. TTS does not list any exceptions to the Stay-to-Play requirement in its “Stay-to-Play & Housing Requirement FAQs” on its website.²²

55. TTS’s “Stay-to-Play & Housing Requirement FAQs” also states: “Any reservation made outside of the designated booking site will NOT satisfy the Stay-to-Play requirement.”²³

56. On information and belief, not every player on a team must stay in a hotel room booked via TTS’s platform in order for the team to participate in Stay-to-Play events.

57. TTS omits information regarding the threshold number of rooms that must be booked per team to deceive parents into believing that every athlete must stay in a TTS-affiliated hotel booked via TTS’s platform so that TTS can increase (a) mandatory fees that benefit TTS, (b) revenues for TTS’s hotel partners, and (c) rebates for TTS’s event partners.

58. TTS’s practice of telling consumers that they are required to book hotel stays via TTS’s platform had the effect of restraining competition for short-term lodging near affiliated Stay-to-Play events during and around the event dates. On information and belief, hotels affiliated with TTS were able to charge higher prices to consumers booking via TTS’s platform and did in fact charge higher prices because consumers believed TTS’s representation that every athlete must

²¹ <https://www.teamtravelsource.com/2022/09/15/what-you-should-know-about-stp> (last visited Feb. 25, 2026).

²² <https://www.teamtravelsource.com/resources/faqs-stay-to-play-housing-requirements> (last visited Apr. 23, 2026).

²³ *Id.*

stay in a hotel booked via TTS's platform in order for their children to participate in the event. Had TTS not engaged in this unfair and deceptive practice, families could have explored alternate lodging options, such as staying with family or friends, camping or renting an RV, renting a home or apartment via Airbnb or Vrbo, or staying in a hostel, motel, or bed and breakfast.

59. TTS also deceives consumers by claiming that one of the benefits of a Stay-to-Play policy is to show the economic impact of a youth sporting event on a city.

60. In reality, many of the hotels offered by TTS are located far away from the event venues, and hotel rooms booked many miles from the events have little to no economic impact on the host city.

61. For example, Aloft Hotel Mount Laurel in New Jersey is located in Mount Laurel Township, New Jersey, which is 27 miles away from the nearest field used as part of the 2026 EDP Spring Classic in Hammonton, New Jersey. Some of the 2026 EDP Spring Classic games were played 70 miles away from Aloft Hotel Mount Laurel in Oceanport, New Jersey, while others were played in Chester, Pennsylvania and Pittsgrove, New Jersey²⁴—30 and 39 miles away from Aloft Hotel Mount Laurel, respectively. On information and belief, hotel stays in Mount Laurel Township had no economic impact on the four municipalities that hosted the 2026 EDP Spring Classic.

62. TTS further deceives consumers by claiming that parents save money by booking hotel stays via TTS's platform rather than booking lodging of their choice directly with the hotel or via another third-party booking platform.

63. The TTS website states that TTS provides a "Lowest Rate Guarantee."²⁵ But this guarantee only applies to "some events" and does not factor in the mandatory junk fees that

²⁴ <https://www.edpsoccer.com/spring-classic> (last visited Apr. 23, 2026).

²⁵ <https://www.teamtravelsource.com/lowest-rate-guarantee> (last visited Apr. 23, 2026).

consumers must pay when they book via TTS's platform.²⁶

64. Additionally, “[r]ates found on sites such as Expedia, Travelocity, Hotels.com, Priceline, etc.,” “Memberships Rates such as AAA and AARP, etc.,” and other rates are excluded from the “Lowest Rate Guarantee.”²⁷

65. Because TTS excludes the junk fees from the calculation and excludes rates available on other third-party booking platforms and membership rates, TTS's “Lowest Rate Guarantee” is illusory.

66. Parents are often able to find the same room types at the same hotels on the same nights at lower rates.

67. For example, parents who booked rooms at Aloft Hotel Mount Laurel in New Jersey via TTS's platform in connection with the 2026 EDP Spring Classic paid more than they would have had they become Marriott Bonvoy members and reserved a “Member Flexible Rate” room through the Marriott Bonvoy website. Figure 7 below shows the rate that was available to Marriott Bonvoy members for the same flexible room type shown in Figure 6 above. Figure 7 was captured on January 30, 2026.

²⁶ *Id.* (“Any booking fees paid when making your reservation through TTS do not count towards the room rate or the Lowest Rate Guarantee.”).

²⁷ *Id.*

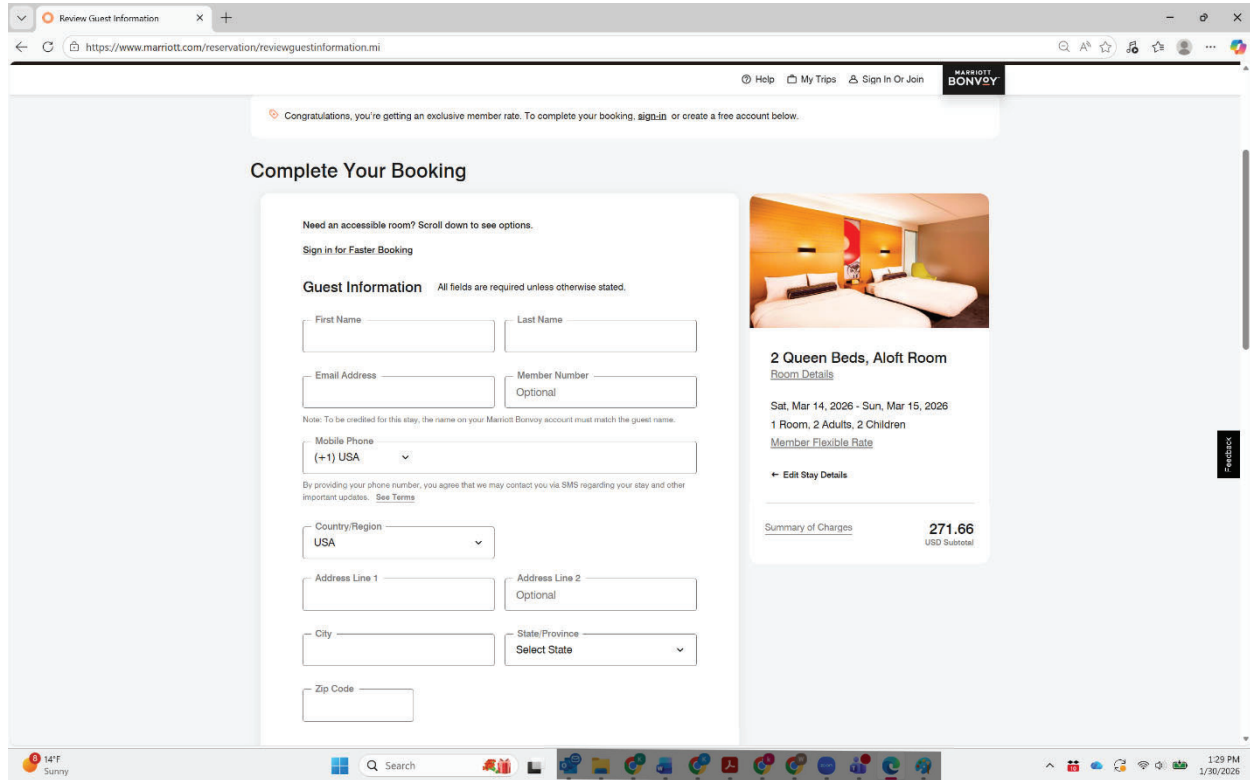


Fig. 7.

68. A Marriott Bonvoy membership is free.²⁸

69. Any parents who were willing to prepay for their rooms at Aloft Hotel Mount Laurel in New Jersey and give up their opportunity to make changes or seek a refund would have achieved even greater savings, as shown in Figure 8 below. Figure 8 was captured on January 30, 2026.

²⁸ <https://www.marriott.com/loyalty/createAccount/createAccountPage1.mi> (last visited Apr. 29, 2026).

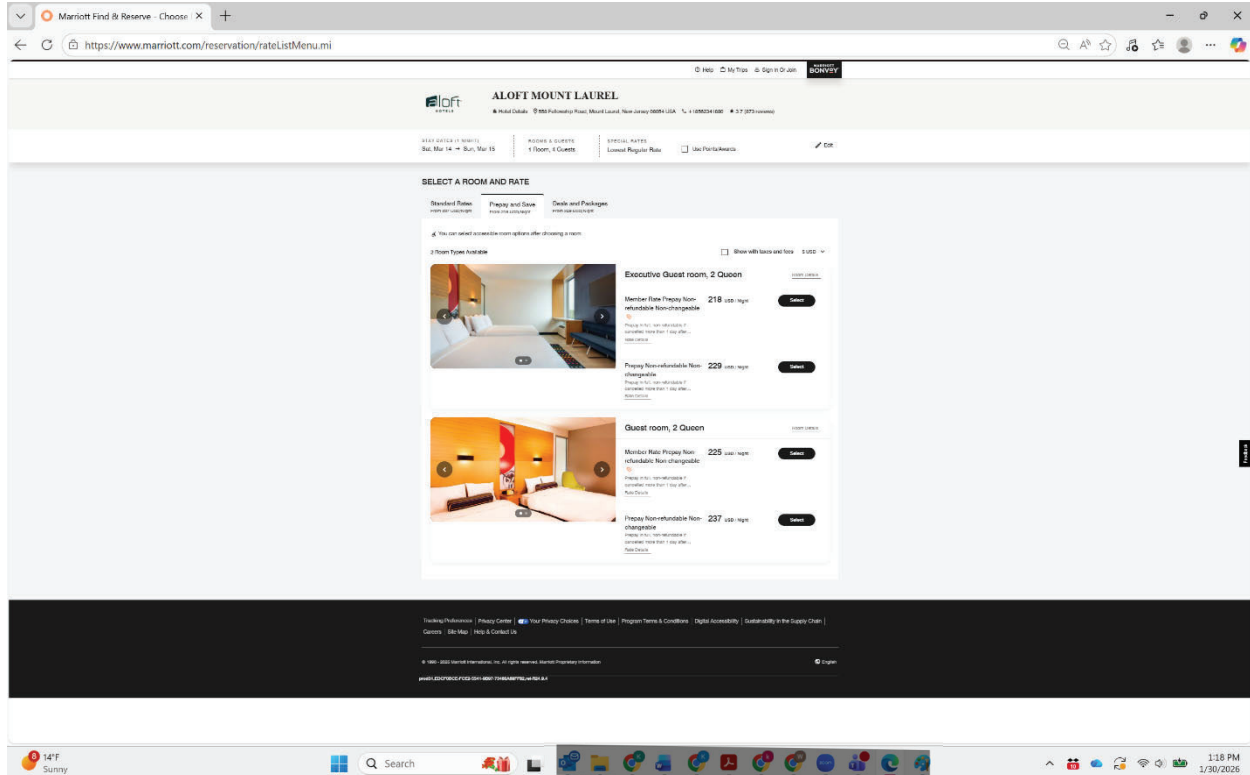


Fig. 8.

70. As discussed *infra*, several consumers reported that when they attempted to take advantage of TTS’s “Lowest Rate Guarantee,” TTS did not lower its rates to match other rates but instead induced hotels to match TTS’s quoted rates by *raising* prices offered elsewhere. In those situations, TTS’s “Lowest Rate Guarantee” effectively operated as a rate floor as opposed to a rate ceiling.

71. No reasonable consumer would interpret TTS’s “Lowest Rate Guarantee” as a guarantee that their price would be matched via a price increase for others rather than a price reduction for consumers who booked via TTS’s platform.

E. Thousands of Parents Have Been Harmed by Team Travel Source’s Practices.

72. According to the TTS website, more than 1.4 million room nights are booked per

year via TTS’s platform.²⁹ Because TTS’s mandatory, non-refundable junk fees are applied to every reservation—and in many cases on a per night per room basis—on information and belief TTS collects millions of dollars from consumers each year by charging these junk fees.

73. Tens of thousands, if not millions, of parents each year are harmed by TTS’s deceptive, unfair, and unconscionable practices. Consumer victims are parents of athletes who participate in a variety of sports.

74. TTS is the “official housing provider” of EDP Soccer, and EDP Soccer tournaments are Stay-to-Play events.³⁰ According to EDP Soccer, more than 5,000 teams compete in EDP tournaments annually.³¹ EDP tournament games use 7v7, 9v9, or 11v11 game formats depending on the age of the teams with maximum roster sizes ranging from 14 to 18 players, respectively,³² meaning that 5,000 teams likely consists of well over 50,000 athletes participating in EDP tournaments each year.

75. TTS is the “official travel partner” of 3STEP Sports (“3STEP”).³³ According to 3STEP’s website, 3STEP is a youth sports organization that hosts events for basketball, combat, field hockey, football, lacrosse, soccer, and volleyball and has more than 2 million athlete participants.³⁴

76. TTS also partners with USA Volleyball. The 2026 USA Volleyball Girls Junior National Championship 14-17 in Indianapolis, Indiana is a “Stay and Play event” and requires that

²⁹ <https://www.teamtravelsource.com/event-housing> (last visited Apr. 23, 2026) & Fig. 1, *supra*.

³⁰ <https://www.edpsoccer.com/policies/stay-to-play-policy> (last visited Apr. 23, 2026).

³¹

<https://www.edpsoccer.com/about#:~:text=More%20than%208%2C500%20teams%20participate%20in%20EDP's,5%2C000%20teams%20compete%20in%20EDP%20tournaments%20annually.&text=participants%20each%20year%20across%20seven%20sports> (last visited Apr. 23, 2026).

³² <https://www.edpsoccer.com/policies/laws-of-the-game> (last visited Apr. 23, 2026).

³³ <https://threestep.com/team-travel-source> (last visited Apr. 23, 2026).

³⁴ <https://threestep.com/sports> (last visited Apr. 23, 2026).

all housing be booked via TTS's platform.³⁵ The 2026 USA Volleyball Girls Junior National Championship 11-13 in Minneapolis, Minnesota is also a "Stay and Play" event that requires booking through TTS.³⁶ According to USA Volleyball: "In June and July each year, more than 25,000 girls, ages 11-17, compete at the USA Volleyball Girls Junior National Championship 10-13s and USA Volleyball Girls Junior National Championship 14-17s."³⁷

77. TTS partners with other sports organizations that host Stay-to-Play events, including but not limited to Varsity Spirit (cheer and dance),³⁸ USA Field Hockey,³⁹ USA Judo,⁴⁰ Aloha Tournaments (lacrosse),⁴¹ and the Lancaster Archery Classic.⁴²

78. The overwhelming majority of parents who reserved hotel rooms via TTS's platform would not have done so had TTS not misrepresented that parents were required to reserve rooms via TTS's platform in order for their children to participate in TTS-affiliated events.

79. The overwhelming majority of parents who agreed to pay mandatory junk fees when they reserved hotel rooms via TTS's platform would not have done so had TTS not misrepresented that parents were required to reserve rooms via TTS's platform in order for their children to participate in TTS-affiliated events.

80. The overwhelming majority of parents who agreed to pay mandatory junk fees when they reserved hotel rooms via TTS's platform would not have done so had TTS not

³⁵ <https://usavolleyball.org/event/2026-usa-volleyball-girls-junior-national-championship-14-17> (last visited Apr. 23, 2026).

³⁶ <https://www.advancedeventsystems.com/41958> (last visited Apr. 23, 2026).

³⁷ <https://usavolleyball.org/compete/girls-indoor> (last visited Apr. 23, 2026).

³⁸ <https://www.varsity.com/home/stay-smart> (last visited Apr. 23, 2026).

³⁹ <https://app.eventpipe.com/event/d96cffaf-748b-4f05-b699-866eea5e8da9/inactive> (last visited Apr. 23, 2026).

⁴⁰ <https://www.usajudo.com/2025-usa-judo-youth-national-championships> (last visited Apr. 23, 2026).

⁴¹ <https://www.alohatournaments.com/page/hotels> (last visited Apr. 23, 2026).

⁴² <https://presto.eventpipe.com/event/e65bba83-9b30-45ad-9d79-564fdd86bd09> (last visited Apr. 23, 2026).

misrepresented the nature of the fees it charged.

81. The overwhelming majority of parents who agreed to pay mandatory junk fees when they reserved hotel rooms via TTS's platform would not have done so had TTS not falsely advertised a "Lowest Rate Guarantee" and misrepresented that parents benefit from a Stay-to-Play policy.

82. Parents who reserved hotel rooms via TTS's platform were harmed insofar as they paid mandatory junk fees for every hotel stay they reserved via TTS's platform.

83. Parents who reserved hotel rooms via TTS's platform were also harmed insofar as they paid more to stay at TTS-affiliated hotels than they would have had they reserved a hotel room or alternate accommodations without using TTS's platform.

84. Parents, including Plaintiffs and members of the Classes, will continue to be harmed by TTS if TTS does not halt its unlawful practices.

F. Numerous Parents Have Complained About Team Travel Source's Practices.

85. Parents have shared their frustrations about TTS's unfair, deceptive, and unconscionable practices by filing complaints with the Better Business Bureau and leaving negative reviews on the Better Business Bureau website and on other online review sites. There are 17 consumer reviews on the Better Business Bureau website, and those reviewers unanimously gave TTS a 1-star review out of 5 stars.

86. As one Better Business Bureau reviewer noted in January 2025:

This whole industry including team travel source have been awful. Just a way for another company to collect even more money from the parents of travel athletes. Most of us know how to travel and book hotels. There is no added value and this company makes booking through their site mandatory. They give you fewer room and hotel options at higher prices than the hotels are offering. Unfortunately for the athletes and parents the use of team travel source is mandatory at many of these competitions. I assume the

event organizers use them because they probably give kickbacks to the organizers, and the hotels probably kick back money to TTS for booking blocks of rooms. I would be happy if I was never forced to use this company again.⁴³

87. Another Better Business Bureau reviewer wrote in May 2024:

Horrible company. Volleyball tournament in July in Vegas. I have called the majority of hotels on the strip, including the hotel where the tournament is being housed, and all of them have PLENTY of rooms available. Working through team travel source the only block of rooms, 12 rooms mind you, is SIX miles away from the tournament venue. We are required to book through team travel source and it is beyond frustrating. It would be entirely possible to stay at the event venue, but because we have to go through this company we are incurring additional travel fees, having to stay at a less than desirable hotel, and many more headaches trying to support our 15 and 16 year-old girls.

Horrible company that does not care about the families that are being impacted and where they stay. I would pay full price for a hotel to be where we need to be and this company can't even secure that.

I would like to speak with an owner of the company to better understand their actual value to the rest of us.⁴⁴

88. Yet another Better Business Bureau reviewer wrote in January 2024:

Rip off organization. Worthless "lowest price" guarantee. I wish I could leave them 0 stars.

I showed them 4 lower hotel prices and they have so many loop holes it is impossible to get them to honor their "guarantee". The threat was that my grandson would not be able to play in his hockey tournament if we booked the hotel on our own. I cannot understand how this can be legal.

I wonder how much they give in kick backs to tournament organizers?⁴⁵

⁴³ <https://www.bbb.org/us/ky/louisville/profile/event-planner/team-travel-source-0402-159161279/customer-reviews?page=1&sort=reviewDate%20desc%2C%20id%20desc> (last visited Apr. 23, 2026).

⁴⁴ <https://www.bbb.org/us/ky/louisville/profile/event-planner/team-travel-source-0402-159161279/customer-reviews?page=2&sort=reviewDate%20desc%2C%20id%20desc> (last visited Apr. 23, 2026).

⁴⁵ *Id.*

89. Another consumer noted that the “Lowest Rate Guarantee” was misleading in her January 2025 complaint to the Better Business Bureau:

We are required to use this company to book hotel rooms for cheer competitions. Their website promises a “Lowest Rate Guarantee”. It states, “In the event that you are able to find a lower rate than what Team Travel Source has offered, TTS does offer a Lowest Rate Guarantee. This must be an identical comparison. If you find a room of the same type, on the same dates, with the same included amenities and the same payment and cancellation terms, report it using the form below.” I found a significantly lower rate that was identical in all things and submitted the form. Rather than honor the lowest rate guarantee, and adjusting my rate, they ask the hotel to either raise their published rate or lower the contracted rate with TTS. Of course the hotel chose to raise their rates. This is false advertising to say you guarantee the lowest rate but then instead of giving the customer the lower rate you get the hotel to raise their rates.⁴⁶

90. A Google reviewer recounted a similar experience in his 1-star review of TTS in September 2025:

This company does not take customer service seriously. Pricing in their website for hotels are abusive. They say they have a pricing matching form (in case you find a better pricing in the same hotel “outside” their website). You fill it out, and look at the answer: “We are reaching out regarding your Lower Rate submission. The Four Points has decided to increase their rate online to \$269 per night for both room types they are offering for the FL Volleyball Challenge, making our contracted rate the best standard rate available. We apologize for any inconvenience this may have caused. When a lower rate is submitted, we reach out to the hotel, and they will decide to either lower our contracted rate or raise the rate online to comply with the contract. If you have any questions, please let us know!”

So, they not only matched the price, but mentioned that the hotel increased the rates. Which is a lie (proof below [referencing a screenshot showing a lower hotel room price], on the same date of the e-mail”. I’m writing them again, because calling is not easy, they

⁴⁶ <https://www.bbb.org/us/ky/louisville/profile/event-planner/team-travel-source-0402-159161279/complaints> (last visited Apr. 23, 2026).

take hours to answer to a call. Very disappointed.⁴⁷

91. Another, more recent Google reviewer also noted in his 1-star review of TTS that he could have saved hundreds of dollars by not booking via TTS's platform:

Over charging to put money in their pocket. First I called and talked to someone who advised me to fill out a form online which I did, then Emailed them about rates on a hotel before I left because it was \$200 less if I booked myself. I haven't received a response and it's almost been a week now. Seems like they are just taking advantage of people I will be sure to let my soccer club know and other clubs not to use this company.⁴⁸

92. Yet another Google reviewer expressed their shock that the "Lowest Rate Guarantee" effectively meant that a hotel would "match" the TTS rate by increasing its rates:

This agency is a complete racket. You would think as a travel company they would be able to negotiate hotel rates below the highest rack rate available to actually have a value add to the end customer - but no, that is how they get their kickbacks and make \$\$\$. The low rate guarantee is an complete bogus offering. We found we were able to book via hotel website (and this was 5 weeks in advance) a rate of \$120 per night vs the forced 159 per night from TTS. After multiple back and forth with the low rate guarantee agent, I was able to show them a 100% apples to apples rate of 141 vs their 159. What happened next just astonished me! They called the hotel and made them aware of the rate in question, and the hotel immediately RAISED THIER WEBSITE RATE TO \$159 !!! Not making this up! I have email proof of what they did. This is not how a business should operate to 'help' families that pay \$\$\$ for tournament travel as it is and then really stick it to them on the forced pay to play tournaments.⁴⁹

93. The general consensus among parents is that Stay-to-Play policies do not benefit them, as expressed in this Google review of TTS:

⁴⁷https://www.google.com/maps/place/Team+Travel+Source/@38.2409618,-85.5156371,17z/data=!3m1!5s0x886998adefb3cd95:0xf99e0aa38b0aa906!4m8!3m7!1s0x886998adefc7a5cd:0x3e85147f7da179ad!8m2!3d38.2409618!4d-85.5156371!9m1!1b1!16s%2Fg%2F11h9tq_3_h?entry=ttu&g_ep=EgoyMDI2MDQyMS4wIKXMDS0ASAFAw%3D%3D (last visited Apr. 23, 2026).

⁴⁸ *Id.*

⁴⁹ *Id.*

The partnership with Varsity forces families of athletes to stay in hotels that are often above the market rate, and for stays that are longer than necessary for shorter competitions. And that's IF you can get a hotel booked through the booking link as they are frequently already sold out even when trying to book immediately after the link is released. Cancellation policies also gouge families for the inability to cancel which doesn't allow for last minutes changes or emergencies. Then there are the fees...booking fees, cancellation fees, insurance fees- would have none of that booking directly with the hotel. It was so much easier before these booking companies when coaches and teams could work directly with the hotels to reserve a block of rooms so that all teammates could stay together at the same place. Stay and play is the worst thing ever for organized competitive sports!!⁵⁰

G. Team Travel Source Knowingly and Willfully Deceives Consumers, Falsely Advertises to Them, and Otherwise Acts with Malice, Oppression, and Fraud.

94. As detailed herein, TTS knowingly and willfully deceives consumers, falsely advertises to them, and otherwise acts with malice, oppression, and fraud.

95. TTS knowingly and willfully deceived consumers, including Plaintiffs and the Classes (as defined below), because, among other reasons and as otherwise detailed in this Complaint, TTS knowingly and willfully misrepresented the nature of the mandatory fees, falsely told consumers that they were required to book hotel stays via TTS's platform in order for their children to participate in affiliated events, misrepresented the reason for the Stay-to-Play policy, and falsely claimed that consumers benefit from a Stay-to-Play policy. TTS made these representations despite knowing the true nature of the junk fees, that not every player on a team was required to stay in a hotel room booked via TTS's platform to participate in the event, that the true reason for the Stay-to-Play policy is to generate revenues for TTS and its event and hotel partners, and that consumers do not benefit from a Stay-to-Play policy. As of the date of this Complaint, TTS continues to engage in these deceptive practices.

⁵⁰ *Id.*

96. TTS knowingly and willfully engaged and continues to engage in false advertising, because, among other reasons and as otherwise detailed in this Complaint, TTS knowingly and willfully advertises to consumers, including Plaintiffs and the Classes, that they would save money by booking hotel stays via TTS's platform and by offering a "Lowest Rate Guarantee" that did not in fact guarantee the lowest rate on hotel stays.

97. TTS has acted with malice because, among other reasons and as otherwise detailed in this Complaint, TTS's conduct was despicable and done with a willful and knowing disregard of the rights of the public, Plaintiffs, and the members of the Classes because TTS knew (or should have known) that their mandatory junk fee charges were illegal, but despite that induced Plaintiffs and members of the Classes to pay the illegal charges anyway.

98. TTS's conduct was oppressive because, among other reasons and as otherwise detailed in this Complaint, it was despicable and subjected Plaintiffs and members of the Classes to cruel and unjust hardship in knowing disregard of their rights, including by falsely charging them mandatory junk fees, which were falsely held out to be a "Secondary Fee," by falsely telling them that they had no choice but to book hotel stays via TTS's platform if they wanted their children to be able to participate in Stay-to-Play events, and by falsely telling them that they were guaranteed the lowest rate.

99. TTS's conduct was fraudulent because, among other reasons and as otherwise detailed in this Complaint, TTS (a) intentionally misrepresented and concealed the true nature of its mandatory junk fee charges from Plaintiffs and the Classes by affirmatively representing the fees as a "Secondary Fee" and falsely claiming that the junk fees benefit consumers, (b) falsely told Plaintiffs and the Classes that they must book hotel stays via TTS's platform in order for their children to participate in affiliated events, (c) misrepresented the reason for the Stay-to-Play policy

to Plaintiffs and the Classes, and (d) offered a “Lowest Rate Guarantee” that did not in fact guarantee the lowest rate on hotel stays.

NAMED PLAINTIFFS’ ALLEGATIONS

100. Kate Russell is a resident of Kentucky and the mother of a volleyball player.

101. Kate Russell was informed by her child’s volleyball club that the team would not be allowed to participate in certain volleyball tournaments if she did not book a hotel room via TTS because the events were “Stay-to-Play” events. One of the “Stay-to-Play” events was the 2026 Southeast Qualifier Invitational volleyball tournament in Atlanta, Georgia.

102. In October 2025, Kate Russell made a hotel reservation via TTS so that her daughter could compete in the Southeast Qualifier Invitational in February 2026.

103. Kate Russell booked a room at the Sonesta Atlanta Airport North via TTS in connection with the Southeast Qualifier Invitational volleyball tournament. She was charged mandatory fees that totaled \$15.00 in connection with this reservation. She paid that amount directly to TTS when she made the reservation in October 2025.

104. Kate Russell understood that she was supposed to be getting the best deal possible by reserving a room through TTS, and she was told that her team would be disqualified from the tournament if she did not reserve a room through TTS. She would not have reserved a room via TTS’s platform had she not been told that she was required to do so for her daughter’s team to compete.

105. Kate Russell is aware that she did not receive the best deal possible by reserving a room via TTS’s platform because she has a friend on the same team who stayed at another hotel that was not booked via TTS, and that friend paid less for her hotel room. Her friend’s daughter was allowed to participate in the competition even though she stayed in a hotel that was not

affiliated with TTS.

106. In addition to the TTS-affiliated hotel being more expensive than other options, the Sonesta Atlanta Airport North was not in a desirable location because it was close to the Atlanta airport. The commute from the Sonesta Atlanta Airport North to the convention center where the tournament was located was longer than 30 minutes with traffic.

107. Kate Russell would not have reserved a room via TTS if she had not been told that she was required to “Stay-to-Play,” and she would not have stayed at the Sonesta Atlanta Airport North. She would have found a more affordable option in a more desirable location.

108. Michelle Heinz is a resident of Kentucky and the mother of a competitive cheerleader.

109. Michelle Heinz has booked hotel rooms via TTS and paid mandatory fees to TTS in connection with “Stay-to-Play” cheer competitions numerous times starting in 2018 because she was told that her daughter would not be able to compete if she did not reserve hotel rooms via TTS’s platform.

110. Michelle Heinz booked hotel rooms in Grove City, Ohio via TTS’s platform in connection with competitions in February 2024 and February 2025. She paid \$11.99 in booking and “Cancel Convenience” fees to TTS in connection with each of those reservations.

111. Michelle Heinz booked hotel rooms in Indianapolis, Indiana via TTS in connection with competitions in January 2020, January 2021, January 2022, and January 2023. She paid \$9.99 in booking and “Cancel Convenience” fees to TTS in connection with each of her January 2021 and January 2023 reservations. She paid \$19.98 in booking and “Cancel Convenience” fees to TTS in connection with her January 2022 reservation. She also paid fees to TTS in connection with a January 2020 reservation in Indianapolis, Indiana.

112. There were times when Michelle Heinz sought to reserve rooms via TTS that were not available. In those instances, she was placed on a waitlist for the rooms she selected. Even though she was unable to secure her rooms of choice, she was charged booking fees and “Cancel Convenience” fees to be placed on the waitlist for those rooms.

113. When Michelle Heinz reserved waitlist and available rooms for the same competition, she did so because she was told that she needed to book a room that was available, which meant that she had to pay the mandatory fees for both the waitlist room and the available room. When the waitlist room became available, she was also charged a cancellation fee to cancel the room that was originally available, which she never intended to stay in. She was led to believe that if her chosen waitlisted room did not become available and the other TTS-affiliated hotels were sold out, her daughter would not be permitted to compete. This happened to Michelle Heinz on more than one occasion.

114. Michelle Heinz works in the travel industry and has access to special travel agent rates. She asked TTS for an exemption from the “Stay-to-Play” requirement because she had access to more favorable rates than she could get by reserving rooms via TTS, but TTS denied her request.

115. Michelle Heinz is aware that she could have obtained a better price using her travel agent rate compared to the rate she paid by booking via TTS’s platform on at least one occasion. When she compared prices, she was comparing TTS’s rate for the same hotel, same room type, and same flexibility as the room she could have booked using her travel agent rate.

116. After booking hotel rooms via TTS for several years and paying mandatory fees on top of higher rates than her travel agent rate, Michelle Heinz learned from a friend that only 80% of each team needed to reserve rooms via TTS. Since then, she has booked hotel rooms without

using TTS's platform for two competitions. Her daughter and her team were permitted to participate in those competitions, and she saved money by avoiding TTS's mandatory fees and by using travel agent rates.

117. Harmony Martin is a California resident and the mother of a competitive cheerleader.

118. Harmony Martin has reserved hotel rooms via TTS's platform on numerous occasions in connection with cheer competitions, including:

- a. the 2022 American Superstarz Raleigh Nationals in Raleigh, North Carolina;
- b. the 2023 Spirit of Hope Grand Nationals in Charlotte, North Carolina;
- c. the 2023 Youth Summit & The Varsity All Star CELEBRATION in Tampa, Florida;
- d. the 2024 NCA All-Star National Championship in Dallas, Texas;
- e. the 2024 Youth Summit & The Rec Summit in Tampa, Florida;
- f. the 2025 NCA All-Star National Championship in Dallas, Texas;
- g. the 2026 Spirit Sports Grand Nationals in Palm Springs, California; and
- h. the 2026 NCA All-Star National Championship in Houston, Texas.

119. Harmony Martin paid higher prices for hotel rooms than she would have had she not reserved rooms via TTS's platform, and she also paid mandatory "Booking Fees" and/or "Cancel Convenience" fees to TTS in connection with every reservation she made via TTS's platform.

120. Harmony Martin reserved rooms via TTS's platform because she was told that she was required to do so for her daughter to compete in the TTS-affiliated "Stay-to-Play" events. She

would not have reserved rooms via TTS's platform had she not been told that "Stay-to-Play" was required for her daughter's team to compete.

121. Harmony Martin explored the possibility of applying for an exemption from TTS's "Stay-to-Play" mandate. Her husband is an active military member, and she wanted an exemption from TTS's "Stay-to-Play" policy so that she and her family could stay on a military base in Tampa, Florida for a lower rate. She was unable to get an exemption, however, because TTS required her to apply for an exemption at least 30 days before the event, and the military installation in Tampa, Florida does not allow members of the military to reserve rooms more than 30 days in advance.

122. Harmony Martin applied for an exemption from TTS's "Stay-to-Play" in connection with another competition. TTS initially denied her exemption request, but it ultimately granted her an exemption based on her husband's active military rate after she appealed the denial.

123. Some of the hotel reservations that Harmony Martin made via TTS's platform were located as far as 40 minutes from the competition site by car.

124. Harmony Martin would have preferred to have stayed in AirBnBs, with family members, or at a military installation rather than reserve hotel rooms via TTS's platform for many of her daughter's cheer competitions.

125. Ashley Cali is a California resident and the mother of three competitive cheerleaders.

126. Ashley Cali has reserved hotel rooms via TTS's platform on numerous occasions in connection with cheer competitions, including but not limited to the 2025 USA Cheer Super Nationals in Los Angeles in March 2025, the 2025 Varsity Youth Summit in Tampa, Florida in April 2025, and the 2026 USA All Star - Cheer Super Nationals & Dance Super Nationals in

Anaheim, California in March 2026. She paid mandatory booking fees to TTS in connection with every reservation.

127. Ashley Cali reserved rooms via TTS's platform because she was told that she was required to do so for her daughter to compete in the TTS-affiliated "Stay-to-Play" events. She would not have reserved rooms via TTS's platform if she had not been told that "Stay-to-Play" was required.

128. Ashley Cali has a brother who lives near Anaheim, California. When she was planning the trip for her daughter to compete in the 2026 USA All Star - Cheer Super Nationals & Dance Super Nationals at the Anaheim Convention Center, she decided to stay with her brother rather than at a hotel. She contacted TTS to request an exemption from the "Stay-to-Play" policy so that she could stay with family. TTS denied her request via email on January 19, 2026, stating: "Due to guidelines in place, we are not able to approve stays with friends and family. You are welcome to keep your stay as is, but we are not able to approve it for an exemption." Because her request for an exemption was denied and she was told that her daughter would not be permitted to compete if she did not reserve a room, Ashley Cali booked a "ghost" room, meaning she reserved and paid for a room that nobody used and also paid mandatory fees to TTS in connection with that reservation.

129. There were other instances when Ashley Cali booked "ghost" rooms via TTS. For example, she once booked a "ghost" room via TTS in Houston, Texas because the hotels offered by TTS were located in unsafe neighborhoods. On other occasions, she reserved "ghost" rooms via TTS because she was able to find deals on much nicer hotels in more convenient locations via hotels.com and other platforms. She and her family have also stayed in Airbnb locations rather than the "ghost" rooms because they prefer lodging with kitchens over hotel rooms. She paid

mandatory booking fees to TTS for these “ghost” rooms that she did not use. She would not have booked “ghost” rooms had she not been told that she was required to make a reservation via TTS’s platform.

130. There were times when Ashley Cali traveled with her three children and another athlete from their cheer gym. Because TTS’s booking portal only allowed her to list three competitors per room and she had been told that every athlete needed to be affiliated with a TTS-affiliated room for the team to compete, Ashley Cali reserved two rooms via TTS’s booking platform whenever one of her child’s teammates stayed with her. On these occasions, she was charged mandatory fees for each room though she reserved two rooms at the same time.

131. Jennifer Costello is a resident of New York and the mother of a competitive cheerleader.

132. Since August 2021, Jennifer Costello has reserved 20 hotel rooms via TTS’s platform in connection with cheer competitions throughout the United States, including:

- a. the 2022 ASC Queen of the Nile Worcester Showdown in Worcester, Massachusetts;
- b. the 2022 SU Battle of the Boardwalk Atlantic City Grand Nationals in Atlantic City, New Jersey;
- c. the 2022 Spirit Fest Providence Grand Nationals in Providence, Rhode Island;
- d. the 2022 Spirit Cheer Atlantic City Super Nationals in Atlantic City, New Jersey;
- e. the 2023 Coastal at the Coast Grand Nationals in Ocean City, Maryland;
- f. the 2023 JAMfest Cheer Super Nationals in Indianapolis, Indiana;

- g. the 2024 ASC Queen of the Nile Baltimore Showdown in Baltimore, Maryland;
- h. the 2024 Cheer Power Grand Nationals in Columbus, Ohio;
- i. the 2024 Spirit of Hope Grand Nationals in Charlotte, North Carolina;
- j. the 2025 Spirit of Hope Grand Nationals in Charlotte, North Carolina;
- k. the 2025 Athletic Championship Grand Nationals in Providence, Rhode Island; and
- l. the 2026 CHEERSPORT National All Star Cheerleading Championship in Atlanta, Georgia.

133. Jennifer Costello made these reservations via TTS's platform because she was told that these events were "Stay-to-Play" events and that her child would not be permitted to compete in the events if she did not book a hotel reservation through TTS. She would not have made these reservations had she not been told that her child would be unable to compete if she did not reserve a hotel room via TTS.

134. Jennifer Costello was charged a "Booking Fee" and/or a "Cancel Convenience" fee, which she paid to TTS, in connection with each of these reservations at the time she made the reservations, including four reservations that were for waitlisted hotel rooms.

135. When she made hotel reservations for the 2025 Spirit of Hope Grand Nationals, she simultaneously made a reservation for a waitlisted hotel room and an available hotel room via TTS's platform. Even though she booked both rooms in one transaction, she was charged a "Booking Fee" and a "Cancel Convenience" fee for each room. On information and belief, the reservation for the room that was available was canceled by TTS when the waitlisted room became available, but TTS did not refund her for any of the mandatory fees she paid when she made the

reservations.

CLASS ALLEGATIONS

136. This action is brought and may properly proceed as a class action pursuant to Federal Rule of Civil Procedure 23 (“Rule 23”), including, without limitation, Sections (b)(2) and (b)(3) of Rule 23.

137. Plaintiffs seek certification of the following classes (the “Classes”):

Nationwide Class: All persons who, during the five (5) years preceding the filing of this action through the present or the date of certification of a class, whichever is later, booked a hotel room via TTS’s platform and were charged a mandatory junk fee.

California Subclass: All California residents who, during the four (4) years preceding the filing of this action through the present or the date of certification of a class, whichever is later, booked a hotel room via TTS’s platform and were charged a mandatory junk fee.

New York Subclass: All New York residents who, during the three (3) years preceding the filing of this action through the present or the date of certification of a class, whichever is later, booked a hotel room via TTS’s platform and were charged a mandatory junk fee.

138. Plaintiffs explicitly reserve their right to amend, add to, modify, and/or otherwise change the proposed class definitions as discovery in this action progresses.

139. The following people are excluded from the Classes: (1) any Judge or Magistrate presiding over this action, members of their staffs (including judicial clerks), and members of their families; (2) Defendant, Defendant’s subsidiaries, parents, successors, predecessors, and any entity

in which the Defendant or its parents have a controlling interest, and its current or former employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Classes; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel and Defendant's counsel, and non-attorney employees of their firms; (6) any person who has entered into a valid and enforceable arbitration agreement with Defendant that covers the claims at issue in this action; and (7) the legal representatives, successors, and assigns of any such excluded persons.

140. **Numerosity:** Plaintiffs are informed and believe that there are tens of thousands, if not millions, of members of the Classes. The Classes are so large that the joinder of all of their members is impracticable. Although the precise number of putative members of the Classes is unknown, the facts on which the calculation of that number depends are presently within the sole control of Defendant and the members of the Classes are ascertainable from Defendant's records.

141. **Commonality.** Defendant has acted on grounds that apply generally to members of the Classes. Absent certification of the Classes, the relief sought herein creates the possibility of inconsistent judgments and/or obligations imposed on Defendant. Numerous common issues of fact and law exist, including, without limitation:

- a. Whether Defendant's conduct as detailed in this Complaint is unfair.
- b. Whether Defendant's conduct as detailed in this Complaint is unconscionable.
- c. Whether Defendant's conduct as detailed in this Complaint constitutes false, misleading, and/or deceptive acts.
- d. Whether Defendant is a "person" within the meaning of KRS § 367.110(1).
- e. Whether Defendant was engaged in trade and/or commerce when it offered

and sold hotel reservation services to Plaintiffs and members of the Classes.

- f. Whether Defendant was engaged in consumer-oriented conduct when it offered and sold hotel reservation services to Plaintiffs and members of the Classes.
- g. Whether Defendant's actions and conduct constituted transactions for the sale or lease of goods or services to consumers.
- h. Whether Plaintiffs and members of the Classes were "persons who purchase[d]" TTS's services within the meaning of KRS § 367.220(1) when they booked hotel accommodations via TTS's platform.
- i. Whether Plaintiffs and members of the Classes agreed to purchase Defendant's services primarily for personal, family, or household purposes when they booked hotel accommodations via TTS's platform in connection with participating in a TTS-affiliated event.
- j. Whether Defendant makes standardized representations to Plaintiffs and members of the Classes.
- k. Whether Defendant's representations regarding the nature of the mandatory fees it charged Plaintiffs and members of the Classes, the requirement to book hotel stays via TTS's platform in order for their children to participate in affiliated events, the reason for the Stay-to-Play policy, benefits to consumers as a result of a Stay-to-Play policy, and a "Lowest Rate Guarantee" were false.
- l. Whether Defendant omitted information regarding the nature of the mandatory fees it charged Plaintiffs and members of the Classes, the

requirement to book hotel stays via TTS's platform in order for their children to participate in affiliated events, the reason for the Stay-to-Play policy, benefits to consumers as a result of a Stay-to-Play policy, and a "Lowest Rate Guarantee."

- m. Whether Defendant's misrepresentations and omissions were material to Plaintiffs and members of the Classes.
- n. Whether Defendant intentionally, knowingly, or recklessly made false representations to Plaintiffs and members of the Classes.
- o. Whether Defendant's representations caused Plaintiffs and members of the Classes to book hotel stays via Defendant's platform.
- p. Whether Defendant's conduct as detailed in this Complaint caused injury to Plaintiffs and members of the Classes.
- q. The dates that Defendant charged mandatory fees to Plaintiffs and members of the Classes and any purported changes to those practices.
- r. Whether Defendant's conduct detailed in this Complaint violated the KCPA.
- s. Whether Plaintiffs and members of the Classes suffered ascertainable losses of money as a result of Defendant's conduct detailed in this Complaint.
- t. Whether Defendant is liable for unjust enrichment.
- u. Whether Plaintiffs and members of the Classes are entitled to equitable relief.
- v. Whether Plaintiffs and members of the Classes are entitled to damages.

142. **Predominance.** These common issues predominate over individualized inquiries in this action because Defendant's liability can be established as to all members of the Classes as discussed herein.

143. **Typicality.** Plaintiffs' claims against Defendant and experiences with Defendant are typical, if not identical, to the claims and experiences of members of the Classes because, among other reasons, Plaintiffs' claims arise from Defendant's practices that are applicable to all members of the Classes.

144. **Adequacy.** Plaintiffs will fairly and adequately represent and protect the interests of the members of the Classes and have retained counsel competent and experienced in complex litigation and class actions. Plaintiffs' claims are representative of the claims of the other members of the Classes, as Plaintiffs and each member of the Classes lost money by paying mandatory fees to Defendant. Plaintiffs also have no interests antagonistic to those of the Classes, and Defendant has no defenses unique to Plaintiffs. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the Classes and have the financial resources to do so. Neither Plaintiffs nor their counsel have any interest adverse to the Classes.

145. **Superiority.** There are substantial benefits to proceeding as a class action that render proceeding as a class action superior to any alternatives, including that it will provide a realistic means for members of the Classes to recover damages; the damages suffered by members of the Classes may be relatively small; it would be substantially less burdensome on the courts and the parties than numerous individual proceedings; many members of the Classes may be unaware that they have legal recourse for the conduct alleged herein; and because issues common to members of the Classes can be effectively managed in a single proceeding. Plaintiffs and their

counsel know of no difficulty that could be encountered in the management of this litigation that would preclude its maintenance as a class action.

146. Plaintiffs reserve the right to revise each of the foregoing allegations based on facts learned through additional investigation and in discovery.

CAUSES OF ACTION

First Cause of Action

Kentucky Consumer Protection Act, KRS § 367.170 et seq. (“KCPA”) *Brought by Plaintiffs on Behalf of Themselves and Nationwide Class Members*

147. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

148. Unfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce are unlawful in Kentucky.

149. Plaintiffs and members of the Classes were “persons who purchase[d]” TTS’s services within the meaning of KRS § 367.220(1) when they booked hotel accommodations via TTS’s platform.

150. TTS was engaged in “trade” and “commerce” as defined by KRS § 367.110(2) when it offered and sold hotel reservation services to Plaintiffs and members of the Classes.

151. TTS is a “person” as defined by KRS § 367.110(1).

152. Plaintiffs and members of the Classes agreed to purchase TTS’s services “primarily for personal, family, or household purposes” within the meaning of KRS § 367.220(1) when they booked hotel accommodations via TTS’s platform in connection with participating in a TTS-affiliated event.

153. As detailed herein, at all relevant times, TTS engaged in unfair, false, misleading, or deceptive acts or practices within the meaning of KRS § 367.170 by misrepresenting the nature

of the mandatory fees, falsely telling consumers that they were required to book hotel stays via TTS's platform in order for their children to participate in affiliated events, misrepresenting the reason for the Stay-to-Play policy, falsely claiming that consumers benefit from a Stay-to-Play policy, and by offering a "Lowest Rate Guarantee" that did not in fact guarantee the lowest rate on hotel stays. TTS engaged in these unlawful practices in connection with offering and selling hotel reservation services to Plaintiffs and members of the Classes.

154. Plaintiffs and members of the Classes suffered ascertainable losses of money as a result of TTS's unfair, false, misleading, or deceptive acts or practices described herein as they paid mandatory fees to TTS and paid higher prices for hotel accommodations by booking them via TTS's platform.

155. As detailed in this Complaint, at all relevant times, TTS willfully or knowingly engaged in the deceptive acts and practices described herein.

156. Plaintiffs and members of the Classes seek equitable relief, including a permanent injunction to halt TTS's violations of the KCPA.

157. Plaintiffs and members of the Classes further seek to recover their actual damages, punitive damages, and their reasonable attorneys' fees and costs.

Second Cause of Action

***California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750–1784 ("CA CLRA")
Brought by Harmony Martin and Ashley Cali on Behalf of Themselves
and the California Subclass Members***

158. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

159. Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass were "consumers" within the meaning of the CA CLRA when they booked hotel accommodations via TTS's platform.

160. TTS's actions and conduct constituted transactions for the sale or lease of goods or services to consumers under the terms of the CA CLRA, namely the selling of hotel reservations and charging mandatory fees that were misrepresented to consumers.

161. TTS violated the CA CLRA by, among other things, making materially false statements and omitting truthful information about the mandatory fees charged to Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass.

162. Specifically, TTS violated California Civil Code Section 1770(a)(9), which prohibits "[a]dvertising goods or services with intent not to sell them as advertised," by advertising hotel reservations with a "Lowest Rate Guarantee" that did not in fact guarantee the lowest rate on hotel stays.

163. Additionally, TTS violated the CA CLRA by:

- a. "Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve," Cal. Civ. Code § 1770(a)(14);
and
- b. "Representing that the consumer will receive a rebate, discount, or other economic benefit, if the earning of the benefit is contingent on an event to occur subsequent to the consummation of the transaction," Cal. Civ. Code § 1770(a)(17).

164. TTS's actions and misrepresentations were material, and TTS's violations of the CLRA were a substantial factor in causing Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass to book hotel stays via TTS's platform and incur mandatory fees.

165. As a direct and proximate consequence of these actions, Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass suffered injury.

166. TTS's conduct was malicious, fraudulent, and wanton in that it intentionally and knowingly provided misleading information to Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass for TTS's own benefit and to the detriment of Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass.

167. At this time, Plaintiffs Harmony Martin and Ashley Cali only seek injunctive and declaratory relief for her CLRA cause of action.⁵¹

Third Cause of Action
California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* ("CA UCL")
Brought by Harmony Martin and Ashley Cali on Behalf of Themselves
and the California Subclass Members

168. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

169. Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass lack an adequate remedy at law.

170. In addition or as an alternative to legal remedies sought herein, Plaintiffs Harmony Martin and Ashley Cali, on behalf of themselves and members of the California Subclass, seek equitable relief to the extent that legal remedies are inadequate.

171. The UCL prohibits any "unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200.

172. At all relevant times, by misrepresenting the nature of the mandatory fees, falsely telling consumers that they were required to book hotel stays via TTS's platform in order for their children to participate in affiliated events, misrepresenting the reason for the Stay-to-Play policy,

⁵¹ Pursuant to Section 1782(d) of the CLRA, Plaintiffs Harmony Martin and Ashley Cali expressly reserves their right to amend their CLRA cause of action to add claims for monetary relief, including, without limitation, for actual, punitive, and statutory damages, at least 30 days after providing TTS the notice contemplated by Section 1782(a).

falsely claiming that consumers benefit from a Stay-to-Play policy, and by offering a “Lowest Rate Guarantee” that did not in fact guarantee the lowest rate on hotel stays, TTS has violated the UCL.

173. A plaintiff may pursue a claim under the UCL through any or all of three prongs: the unlawful prong, the unfair prong, or the fraudulent prong.

174. TTS’s acts and practices detailed herein violate the spirit and letter of numerous state statutory and common laws, including but not limited to fraud, fraudulent inducement, and the Causes of Action alleged in this Complaint.

175. TTS’s acts and practices detailed herein constitute “unfair” business acts and practices under the UCL because TTS’s conduct is unconscionable, immoral, deceptive, unfair, illegal, unethical, oppressive, and/or unscrupulous. Further, the gravity of TTS’s conduct outweighs any conceivable benefit of such conduct.

176. TTS’s acts and practices detailed herein constitute “unfair” business acts and practices under the UCL because TTS tricked Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass into paying mandatory fees by misrepresenting the nature of the fees, falsely claiming that consumers had no choice but to book lodging via TTS’s platform in order for their children to participate in events, misrepresenting the reason for the Stay-to-Play policy, and falsely claiming that consumers benefit from a Stay-to-Play policy.

177. TTS’s acts and practices detailed herein constitute “unfair” business acts and practices under the UCL because TTS unreasonably restrained competition for short-term lodging near affiliated Stay-to-Play events during and around the event dates. Because TTS misrepresented to Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass that they were required to book lodging via TTS’s platform, these consumers were unable to reserve hotel rooms through other third-party travel platforms or explore alternate lodging options, such as staying with

family or friends, camping or renting an RV, renting a home or apartment via Airbnb or Vrbo, or staying in a hostel. On information and belief, this unfair restraint on competition resulted in higher prices charged to Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass.

178. TTS's fraudulent acts and practices include its misrepresentations regarding the nature of the mandatory fees it charged Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass, false claims that consumers were required to book hotel stays via TTS's platform in order for their children to participate in affiliated events, misrepresentations regarding the reason for the Stay-to-Play policy, false claims that consumers benefit from a Stay-to-Play policy, and false advertisements of a "Lowest Rate Guarantee" that did not in fact guarantee the lowest rate on hotel stays.

179. Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass have suffered injury-in-fact, including the loss of money in the form of mandatory fees imposed as well as higher prices for hotel stays, as a result of TTS's unlawful, unfair, and fraudulent practices.

180. TTS reaped unjust profits and revenues in violation of the UCL. In addition to the mandatory fees collected directly from Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass, on information and belief TTS also earned profits and revenues from event and hotel partners. Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass seek restitution and disgorgement of these unjust profits and revenues.

181. Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass will continue to lose money and be injured by those acts and practices if the practices described in this Complaint are not enjoined.

182. Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass seek an order providing restitution and disgorgement of all mandatory fees paid to TTS.

183. Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass further seek their attorneys' fees and costs pursuant to California Code of Civil Procedure Section 1021.5 because Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass seek to enforce "an important right affecting the public interest" in bringing this cause of action.

Fourth Cause of Action
California False Advertising Law, Cal. Bus. & Prof. § 17500 *et seq.* ("CA FAL")
Brought by Harmony Martin and Ashley Cali on Behalf of Themselves
and the California Subclass Members

184. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

185. At all relevant times and in violation of California's False Advertising Law, Cal. Bus. & Prof. Code § 17500 *et seq.*, TTS's advertisements, policies, acts, and practices described in this Complaint were designed to induce Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass to book hotel stays via TTS's platform and to cause them to pay mandatory fees to TTS, and did in fact result in Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass booking hotel stays via TTS's platform and paying unlawful fees to TTS.

186. TTS knew or reasonably should have known that its representations as described in this Complaint were false and deceptive.

187. Specifically, as alleged in this Complaint, TTS's unfair, unconscionable, deceptive acts, practices, omissions, and/or affirmative misstatements include, but are not limited to advertising a "Lowest Rate Guarantee" that did not in fact guarantee the lowest rate on hotel stays.

188. As a result, Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass are entitled to injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which TTS was unjustly enriched.

189. Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass further seek their attorneys' fees and costs pursuant to California Code of Civil Procedure Section 1021.5 because Plaintiffs Harmony Martin, Ashley Cali, and members of the California Subclass seek to enforce "an important right affecting the public interest" in bringing this cause of action.

Fifth Cause of Action

**New York General Business Law § 349 (Deceptive Acts and Practices) ("NY GBL § 349")
*Brought by Jennifer Costello on Behalf of Herself and the New York Subclass Members***

190. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

191. TTS was engaged in consumer-oriented conduct when it offered and sold hotel reservation services to Plaintiff Jennifer Costello and members of the New York Subclass.

192. At all relevant times, TTS engaged in materially misleading conduct when it misrepresented the nature of the mandatory fees it charged Plaintiff Jennifer Costello and members of the New York Subclass, falsely told consumers that they were required to book hotel stays via TTS's platform in order for their children to participate in affiliated events, misrepresented the reason for the Stay-to-Play policy, falsely claimed that consumers benefit from a Stay-to-Play policy, and offered a "Lowest Rate Guarantee" that did not in fact guarantee the lowest rate on hotel stays.

193. TTS's misrepresentations and omissions detailed in this Complaint were likely to mislead a reasonable consumer acting reasonably under the circumstances.

194. Plaintiff Jennifer Costello and members of the New York Subclass have suffered injury-in-fact, including the loss of money in the form of mandatory fees imposed as well as higher prices for hotel stays, as a result of TTS's unlawful and deceptive acts and practices.

195. Plaintiff Jennifer Costello and members of the New York Subclass seek to enjoin TTS from continuing to engage in deceptive acts and to recover their actual damages or \$50.00 per violation of NY GBL § 349, whichever is greater.

196. As detailed in this Complaint, TTS willfully or knowingly engaged in the deceptive acts and practices described herein. As such, Plaintiff Jennifer Costello and members of the New York Subclass seek treble damages up to \$1,000 per violation of NY GBL § 349.

197. Plaintiff Jennifer Costello and members of the New York Subclass further seek their reasonable attorneys' fees and costs.

Sixth Cause of Action

**New York General Business Law § 350 (False Advertising) ("NY GBL § 350")
*Brought by Jennifer Costello on Behalf of Herself and the New York Subclass Members***

198. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

199. TTS was engaged in consumer-oriented conduct when it advertised a "Lowest Rate Guarantee" in connection with offering hotel reservation services to Plaintiff Jennifer Costello and members of the New York Subclass.

200. TTS engaged in materially false advertising when it advertised a "Lowest Rate Guarantee" that did not in fact guarantee the lowest rate on hotel stays. TTS's "guarantee" is illusory because the rate TTS uses for comparison does not factor in the mandatory fees, and the "guarantee" does not apply to rates offered by other third-party platforms. Additionally, as described in this Complaint, even when consumers are able to find a lower rate by booking directly

with the hotel, TTS's "guarantee" does not result in a downward price adjustment for consumers and instead operated as a price floor as opposed to a price ceiling.

201. TTS's false advertising as detailed in this Complaint was likely to mislead a reasonable consumer acting reasonably under the circumstances.

202. Plaintiff Jennifer Costello and members of the New York Subclass have suffered injury-in-fact, including the loss of money in the form of mandatory fees imposed, as well as higher prices for hotel stays. Plaintiff Jennifer Costello and members of the New York Subclass booked hotel accommodations via TTS's platform based on the false promise that they were guaranteed the lowest rate as a direct result of TTS's false advertising.

203. Plaintiff Jennifer Costello and members of the New York Subclass seek to enjoin TTS from continuing to engage in false advertising and to recover their actual damages or \$500.00 per violation of NY GBL § 350, whichever is greater.

204. As detailed in this Complaint, TTS willfully or knowingly engaged in the false advertising described herein. Plaintiff Jennifer Costello and members of the New York Subclass seek treble damages up to \$10,000 per violation of NY GBL § 350.

205. Plaintiff Jennifer Costello and members of the New York Subclass further seek their reasonable attorneys' fees and costs.

Seventh Cause of Action
Unjust Enrichment
*Brought in the Alternative to Legal Claims by Plaintiffs
on Behalf of Themselves and Nationwide Class Members*

206. All preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

207. In the alternative, and to the extent that Plaintiffs and members of the Classes lack an adequate remedy at law, Plaintiffs assert a cause of action for unjust enrichment pursuant to Kentucky law.

208. The mandatory fees paid to TTS by Plaintiffs and members of the Classes conferred a benefit upon TTS at the expense of Plaintiffs and members of the Classes.

209. TTS appreciated the benefit of the mandatory fees paid by Plaintiffs and members of the Classes insofar as it was enriched by the fees paid by Plaintiffs and members of the Classes.

210. Given that TTS received the mandatory fees in connection with a transaction induced by TTS's misrepresentations regarding the nature of the fees, false claims that consumers were required to book hotel stays via TTS's platform in order for their children to participate in affiliated events, misrepresentations regarding the reason for the Stay-to-Play policy, false claims that consumers benefit from a Stay-to-Play policy, and an illusory "Lowest Rate Guarantee," it would be inequitable to allow TTS to retain the benefit of the mandatory fees" and "housing fees" without payment to Plaintiffs and members of the Classes for the value of those fees.

211. Even if there were some justification for TTS imposing a "booking fee," it would be inequitable to allow TTS to retain the benefit of any per room per night booking fees charged beyond one night for the same reservation.

212. There is no justification for imposing an added "housing fee" on a hotel stay. It would be inequitable to allow TTS to retain the benefit of any "housing fee" paid by Plaintiffs and members of the Classes.

213. In addition to the mandatory fees collected directly from Plaintiffs and members of the Classes, on information and belief TTS also earned profits and revenues from event and hotel partners as a result of Plaintiffs and members of the Classes reserving hotel rooms via TTS's

platforms. It would be inequitable to allow TTS to retain these profits and revenues. Accordingly, Plaintiffs and members of the Classes seek restitution and disgorgement of these unjust profits and revenues.

JURY DEMAND

214. Plaintiffs are entitled to and respectfully demand a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and members of the Classes seek an Order:

- a. Certifying the proposed Classes pursuant to Rule 23, appointing Plaintiffs as Class Representatives, and appointing Plaintiffs' counsel as Class Counsel;
- b. Declaring that Defendant is financially responsible for notifying the members of the Classes of the pendency of this suit;
- c. Declaring that Defendant has committed the violations of law alleged herein;
- d. Providing for any and all injunctive relief the Court deems appropriate;
- e. Awarding statutory damages in the maximum amount for which the law provides;
- f. Awarding monetary damages, including but not limited to any compensatory, incidental, consequential, or treble damages in an amount that the Court or jury will determine, in accordance with applicable law;
- g. Providing for any and all equitable monetary relief the Court deems appropriate;
- h. Awarding punitive or exemplary damages in accordance with proof and in an amount consistent with applicable precedent;
- i. Awarding Plaintiffs their reasonable costs and expenses of suit, including attorneys' fees;

- j. Awarding pre- and post-judgment interest to the extent the law allows; and
- k. Providing such further relief as this Court may deem just and proper.

DATED: May 15, 2026

Respectfully Submitted,

/s/ Clark C. Johnson

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**pro hac vice application forthcoming*