

TICKETMASTER, LLC
7060 Hollywood Boulevard
Hollywood, CA 90028

* IN THE
* CONSUMER PROTECTION DIVISION
* OF THE
* OFFICE OF THE
* ATTORNEY GENERAL
* OF MARYLAND

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ASSURANCE OF DISCONTINUANCE

1. This Assurance of Discontinuance (“Assurance”) is being entered into between the Consumer Protection Division of the Office of the Attorney General of Maryland (the “Division”) and Ticketmaster L.L.C. (“Ticketmaster”). The Division and Ticketmaster agree as follows:

PARTIES

2. The Division is responsible for enforcement of the Maryland consumer protection laws, including the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 through 13-501 (2013 Repl. Vol. and 2019 Supp.).

3. Ticketmaster is a wholly-owned subsidiary of Live Nation Entertainment, Inc. Ticketmaster is organized under the laws of Virginia with its principal place of business at 9348 Civic Center Drive, Beverly Hills, California 90210. Ticketmaster promotes, operates, and manages ticket sales for its venue clients for live entertainment throughout the United States, including in Maryland.

BACKGROUND

4. Ticketmaster offers and sells tickets to consumers for live events at venues throughout Maryland.

5. Ticketmaster offers and sells tickets on its service platform that include both primary tickets (which are tickets being offered for sale by the original content holder), as well as tickets that the industry generally refers to as “secondary tickets,” which are tickets that are being resold by the original purchasers. In both the sale of primary and secondary tickets, Ticketmaster typically charges consumers the listed ticket price, as well as various service fees, in addition to any other government imposed fees and taxes.

6. From January 1, 2017 until approximately July 24, 2019, in connection with its sale of approximately 4,176 secondary tickets for events at the Hippodrome Theater in Baltimore, Ticketmaster represented to consumers on its website that the price displayed for the offered secondary tickets was the final price and that no other fees would apply. In each of these transactions, however, the consumers were charged fees other than government-mandated fees in addition to the displayed price.

7. The Division contends Ticketmaster violated the Consumer Protection Act when it represented to consumers that the price displayed for tickets was the final price, and that no additional fees would apply, and then charged consumers additional fees that were not included in the displayed price.

8. Ticketmaster denies that it has violated any Maryland laws, including the Consumer Protection Act, and contends that its disclosure concerning final prices on its website for events at the Hippodrome Theater was designed only to be made for the sale of its primary tickets where its service fees were in fact included in the final sales price, and that the inclusion

of the disclosure in connection with its sale of secondary tickets was inadvertent and not intended to mislead consumers.

9. For purposes of resolving disputes concerning the above allegations, Ticketmaster agrees to the relief set forth in this Assurance.

CEASE AND DESIST PROVISIONS

10. The provisions of this Assurance shall apply to Ticketmaster, and its officers, employees, agents, successors, assignees, affiliates, merged or acquired entities, parent or controlling entities, wholly owned subsidiaries, and all other persons acting in concert or in participation with Ticketmaster, in connection with the sale of tickets to Maryland consumers.

11. Ticketmaster shall not make any oral or written statements that have the capacity, tendency, or effect of deceiving or misleading consumers.

12. Ticketmaster shall not misrepresent the price of tickets that it offers and sells to consumers including, but not limited to, representing that any displayed price for tickets is the final price or that no other fees apply when, in fact, the consumer will be asked to pay any additional fees other than government-mandated fees or taxes.

13. Ticketmaster shall not charge consumers any service or other fees—other than any government-mandated fees or taxes—when it represents that the listed price of a ticket is the final price.

RESTITUTION

14. For purposes of this Assurance, a “Consumer” is any person who purchased a secondary ticket for a live event at the Hippodrome Theater and was charged an additional fee other than for government-mandated fees or taxes after having been informed that they would not be paying any fees in addition to the displayed price.

15. Ticketmaster agrees to pay restitution to the Division equal to the amount of all non-government-mandated fees that it collected from Consumers in addition to a listed ticket price if, at the time the ticket price was listed, Ticketmaster had represented the listed price was a final price, that no other additional fees applied, or that the Consumers would not be paying additional amounts for their tickets other than government-mandated fees or taxes. The Consumers entitled to restitution include all Consumers who, between January 1, 2017 and July 24, 2019, purchased a secondary ticket for a performance of Hamilton at the Hippodrome and who were charged a fee, other than government-mandated taxes.

16. The Division shall distribute restitution to the consumers who were impacted by Ticketmaster's practices alleged herein to have violated the Consumer Protection Act consistent with the terms of the Assurance.

17. Within thirty (30) days of the date of this Assurance, Ticketmaster shall pay the restitution owed under this Assurance by refunding to each Consumer all amounts that the Consumer paid for fees, other than government-mandated fees or taxes, beyond the listed ticket prices the Consumers paid to Ticketmaster. Ticketmaster may make the restitution payments required hereunder either in the form of a check or by crediting the required restitution amounts back to any credit cards that were used by the Consumer to purchase their tickets. At the same time Ticketmaster makes each restitution payment required hereunder, it shall deliver to each Consumer the Claims Notice attached hereto as Exhibit A.

18. Within two-hundred and forty (240) days of the date of this Assurance, Ticketmaster shall provide the Division with a list of all Maryland Consumers entitled to receive restitution under the terms of this Assurance (the "Consumer List"). For each consumer whose name is contained on the Consumer List, Ticketmaster shall provide the

following information in the form of an Excel spreadsheet, with each item below contained in a separate field:

- (i) the Consumer's name;
- (ii) the Consumer's last known street address;
- (iii) the Consumer's last known city, state and zip code;
- (iv) the Consumer's phone number(s);
- (v) the Consumer's email address(es);
- (vi) the amount of all fees that Ticketmaster collected from the Consumer in addition to the listed price of their purchased ticket(s), other than any government-mandated fees or taxes;
- (vii) the amount of any restitution that was paid to the Consumer; and
- (viii) the amount of any unpaid restitution that is still owed to the Consumer.

19. Within two hundred and forty (240) days from the date of this Assurance, Ticketmaster shall pay the Division any part of the restitution payment due under paragraph 15 that has not been distributed to Consumers, which, at the discretion of the Attorney General, may be (a) held in trust for the Consumers due restitution or (b) used, in accordance with State law, for consumer education or other purposes permitted by State law.

PAYMENT OF COSTS

20. Within thirty (30) days of the date of this Assurance, Ticketmaster shall pay the Maryland Attorney General's Office Twenty-Five Thousand Dollars (\$25,000.00) for the costs of its investigation and the costs of distributing restitution.

DISPUTES

21. The Chief of the Division or his designee shall resolve any disputes that arise concerning this Assurance of Discontinuance and may enter any supplemental orders needed to effectuate its purpose.

ENFORCEMENT


22. Ticketmaster understands that this Assurance of Discontinuance is enforceable by the Consumer Protection Division pursuant to the Consumer Protection Act and that any violation of this Assurance of Discontinuance is a violation of the Consumer Protection Act.

23. Ticketmaster agrees that any future violations of this Assurance of Discontinuance shall constitute a subsequent violation of the Consumer Protection Act for the purposes of Md. Code Ann., Com. Law §13-410(b).

BRIAN FROSH
Attorney General

200 Saint Paul Place
Baltimore, MD 21202


By:




William D. Gruhn

Ticketmaster L.L.C.
9348 Civic Center Dr.,
Beverly Hills, CA 90210

By:



Officer, Ticketmaster



Philip D. Ziperman
Assistant Attorneys General

Date: 6/17/20

Date: 6-8-20

EXHIBIT A

Dear Ticketmaster Customer:

We are writing to inform you that you are entitled to a refund pursuant to a settlement between Ticketmaster LLC and Maryland Attorney General Brian Frosh.

Pursuant to the Attorney General's settlement, you are receiving a refund of certain service fees that were inadvertently charged by Ticketmaster in connection with a ticket purchase you made for a live event at the Hippodrome Theater in Baltimore. At the time you made the purchase, the Hippodrome Theater had a policy of listing a final or "all-in" price for primary tickets on Ticketmaster's ticketing platform. Secondary tickets for Hippodrome Theater events were not subject to the same all-in pricing policy, but Ticketmaster inadvertently indicated otherwise, applying the same all-in price messaging to secondary tickets, even though certain service fees were in fact applied to those secondary tickets.

You do not need to do anything to receive your refund. Your refund is being credited back to the credit card that you used to purchase the tickets at issue.

If you have any questions, you may contact either the Office of the Attorney General at 410-528-8662 or Ticketmaster at 1-800-439-2686.

Very truly yours,

Ticketmaster Fan Support

EXHIBIT B

Dear Ticketmaster Customer:

We recently contacted you regarding a refund of certain fees that were inadvertently charged for a secondary ticket or tickets that you purchased for an event at the Hippodrome Theater in Baltimore. We attempted to refund the credit card you used for this purchase, but the refund did not go through. If you can respond to this email with your current mailing address, we will send you a check with your refund via U.S. mail.

If we do not hear from you within 60 days, the refund that would otherwise be paid to you will be turned over to the Maryland Attorney General's Office.

If you have any questions, you may contact either the Office of the Attorney General at 410-528-8662 or Ticketmaster at 1-800-439-2686.

Very truly yours,

Ticketmaster Fan Support