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14 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

15 **IN AND FOR THE COUNTY OF MARICOPA**

16 STATE OF ARIZONA, *ex rel.* MARK
17 BRNOVICH, Attorney General,
18 Plaintiff,
19 v.
20 TICKETMASTER, L.L.C., a Virginia limited
21 liability company,
22 Defendant.

Case No. CV2020-013425

CONSENT AGREEMENT

(Assigned to the Hon. Judge James Smith)

23 The State of Arizona, *ex rel.* Mark Brnovich, the Attorney General (the “State”), filed a
24 Complaint and Ticketmaster L.L.C. (“Ticketmaster”) has waived service of the Complaint, has
25 been advised of the right to a trial in this matter, and has waived the same. Ticketmaster admits
26 the jurisdiction of this Court over the subject matter and parties, stipulates that this Court may
27 enter this Consent Agreement, and acknowledges that this Court shall retain jurisdiction for the
28 purpose of enforcing this Consent Agreement.

1 The Parties enter into this Consent Agreement without trial or adjudication of any issue of
2 fact or law and without admission or finding of any violations of any law. Ticketmaster neither
3 admits nor denies the Factual Background below or any of the allegations in the State’s
4 Complaint. Ticketmaster, not out of any admission of guilt, wrongdoing or violation, has
5 consented and stipulated to entry of this Consent Agreement to compromise an inquiry by the
6 Arizona Attorney General’s Office. This Consent Agreement is entered into solely for the
7 purposes of settlement and to avoid incurring costs associated with litigation.

8 **PARTIES**

9 1. The State is authorized to bring this action under A.R.S. §§ 44-1521 to 1534.

10 2. Ticketmaster is a Virginia limited liability company, incorporated on
11 January 14, 1999, with a principal place of business at 9348 Civic Center Drive, Beverly Hills,
12 CA 90210.

13 3. This Court has jurisdiction over the Complaint and the parties necessary for the
14 Court to enter this Consent Agreement and any orders hereafter appropriate pursuant to
15 A.R.S. § 44-1528 and this Consent Agreement.

16 4. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17).

17 **FACTUAL BACKGROUND**

18 5. Ticketmaster sold tickets for events in Arizona to consumers.

19 6. Ticketmaster sold tickets to Arizona events as an agent of Event Organizers (also
20 known as Event Providers), such as artists, venues and promoters.

21 7. In 2020, many of these events did not take place as scheduled and were canceled,
22 rescheduled or postponed because of public health concerns related to COVID-19.

23 8. At the time of sale, Ticketmaster’s disclosed purchase policy provided that
24 Ticketmaster would automatically issue refunds for canceled events. Ticketmaster’s purchase
25 policy further provided that Event Providers may set refund limitations on moved or rescheduled
26 events and instructed consumers to contact Ticketmaster for more information or to request a
27 refund if a consumer could not attend the rescheduled event.
28

1 9. Consumers were presented with the purchase policy when setting up an account
2 with Ticketmaster and upon completing any ticket purchase.

3 10. Up to and until March 13, 2020, however, Ticketmaster's website on a webpage
4 entitled "Refunds" in Ticketmaster's FAQs provided that "Refunds are available if your event is
5 postponed, rescheduled or canceled," and further provided that "Ticket refunds should be received
6 within 7-10 business days."

7 11. As of March 14, 2020, and in order to clarify any inconsistencies on the
8 Ticketmaster website, visitors to the same "Refunds" page were redirected to a page that stated
9 refunds were available for cancellations, and made no mention of refunds for postponed or
10 rescheduled events.

11 12. Ticketmaster has consistently provided an automatic refund to ticket purchasers for
12 canceled Arizona events before and after March 14, 2020.

13 13. Consistent with its disclosed purchase policy, Ticketmaster did not provide an
14 automatic refund to ticket purchasers for Arizona events that were postponed or rescheduled
15 unless refunds had been authorized by the Event Organizer.

16 14. As a result, certain consumers were not initially provided refunds for postponed or
17 rescheduled events because their ticket purchase monies were held by Event Organizers who had
18 not authorized refunds.

19 15. Ticket sales for the events at issue totaled \$71,030,000.

20 16. On May 1, 2020, the Office of the Attorney General of Arizona inquired and
21 requested Ticketmaster to offer a refund to Arizona consumers for all postponed and rescheduled
22 events.

23 17. Ticketmaster responded promptly to the Attorney General's inquiry, cooperated
24 fully, and made steadfast, good-faith efforts to convince Event Organizers to authorize refunds for
25 consumers.

26 18. As of June 29, 2020, Ticketmaster had convinced Event Organizers to authorize
27 \$63,490,000 million in refunds for 576 Arizona events. A remaining \$7,540,000 in ticket sales for
28 74 events remained unauthorized for refunds.

1 19. During July and August, 2020, Ticketmaster remained wholly cooperative with the
2 Attorney General's office, and continued to work to get Event Organizers to provide refunds for
3 the remaining consumers.

4 20. As of September 22, 2020, Ticketmaster had convinced Event Organizers to
5 authorize refunds for all Arizona events, including those events that have been canceled,
6 postponed or rescheduled. Overall, consumers have been offered over \$71 million in refunds, and
7 consumers for Arizona concerts have had the opportunity to obtain a refund, even if the ticketed
8 event remains postponed or has been rescheduled.

9 **ALLEGATIONS**

10 21. The State alleges that the following conduct of Ticketmaster constituted practices in
11 violation of A.R.S. § 44-1521 et seq.:

12 22. Up to and until March 13, 2020, Ticketmaster's website on a webpage entitled
13 "Refunds" in Ticketmaster's FAQs provided that "Refunds are available if your event is
14 postponed, rescheduled or canceled," and further provided that "Ticket refunds should be received
15 within 7-10 business days."

16 23. Refunds were not made available for some postponed or rescheduled events and
17 sometimes were not received within 7-10 business days.

18 24. As a result, consumers did not have an opportunity to obtain refunds on some
19 postponed or rescheduled Arizona events as represented in Ticketmaster's FAQs.

20 25. Ticketmaster denies and does not admit the State's allegations, and denies that it has
21 engaged in any unlawful conduct. Ticketmaster has entered into this Consent Agreement solely
22 for the purpose of resolving the State's inquiry, and this Consent Agreement should not be
23 construed to be an admission by Ticketmaster of any liability.

24 **ORDER**

25 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:**

26 26. The injunctive relief set forth in this Consent Agreement is binding upon any of the
27 following that receive actual notice of this Consent Agreement through personal service or
28

1 otherwise: (a) Ticketmaster; (b) their officers, agents, servants, employees, and attorneys; and
2 (c) those persons in active concert or participation with Ticketmaster or any of their officers,
3 agents, servants, employees, or attorneys.

4 27. Pursuant to A.R.S. § 44-1528, Ticketmaster is permanently enjoined, restrained and
5 prohibited from:

6 a. Making representations that are inconsistent with their purchase policy,
7 including representations regarding the availability of refunds for postponed or
8 rescheduled events;

9 b. Failing to disclose the material facts about refund policies for cancelled,
10 postponed, or rescheduled events before consumers purchase their tickets.

11 28. Pursuant to A.R.S. § 44-1528, Ticketmaster is permanently required to:

12 a. Clearly and conspicuously disclose and display on its website and at the point
13 of purchase Ticketmaster's purchase policy, including representations regarding the
14 availability and timing of refunds for postponed or rescheduled events.

15 **RESTITUTION**

16 29. As of September 22, 2020, Ticketmaster has authorized refunds totaling
17 \$71,030,000 for all Arizona events, including those events that have been canceled, postponed or
18 rescheduled.

19 30. The State alleges that such refunds constitute restitution pursuant to A.R.S. § 44-
20 1528(A)(2). Ticketmaster denies that such refunds constitute restitution for any unlawful practice
21 pursuant to A.R.S. § 44-1528(A)(2).
22

23 **MATERIAL BREACH**

24 31. In the event of a material breach of this Consent Agreement, in addition to all other
25 remedies available under Arizona law and the penalties specifically provided under A.R.S. § 44-
26 1532, the State may, in its sole discretion, reopen proceedings and continue with this case as
27 though this Consent Agreement had not been entered.

28 32. Before initiating any proceeding to enforce this Consent Agreement or reopen

1 proceedings, the Attorney General shall provide at least thirty (30) days written notice to
2 Ticketmaster to provide it a reasonable opportunity to cure any alleged breach.

3 **GENERAL PROVISIONS**

4 33. This Consent Agreement is not and shall not in any event be used as an admission or
5 evidence of any alleged wrongdoing or liability by Ticketmaster in any other civil, criminal, or
6 administrative court, administrative agency or other tribunal anywhere in the United States of
7 America.

8 34. Nothing in this Consent Agreement shall be construed as an approval by the
9 Attorney General, the Court, the State of Arizona, or any agency thereof of Ticketmaster's past,
10 present, or future conduct. Ticketmaster shall not represent or imply that the Attorney General,
11 the Court, the State of Arizona, or any agency thereof has approved or approves of any of
12 Ticketmaster's actions or any of Ticketmaster's past, present or future business practices.

13 35. This Consent Agreement represents the entire agreement between the parties, and
14 there are no representations, agreements, arrangements, or understandings, oral or written,
15 between the parties relating to the subject matter of this Consent Agreement which are not fully
16 expressed herein or attached hereto.

17 36. If any portion of this Consent Agreement is held invalid by operation of law, the
18 remaining terms thereof shall not be affected and shall remain in full force and effect.

19 37. Jurisdiction is retained by this Court for the purpose of entertaining an application
20 by the State for the enforcement of this Consent Agreement.

21 38. This Consent Agreement is the result of a compromise and settlement agreement
22 between the parties. Only the State may seek enforcement of this Consent Agreement. Nothing
23 herein is intended to create a private right of action by other parties.

24 39. This Consent Agreement shall not limit the rights of any private party to pursue any
25 remedies allowed by law.

26 40. The effective date of this Consent Agreement is the date that it is entered by the
27 Court.
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41. This Consent Agreement may be executed by the parties in counterparts and be delivered by facsimile or electronic transmission, or a copy thereof, such constituting an original counterpart hereof, all of which together will constitute one and the same document.

42. This Consent Agreement resolves all outstanding claims in this action. As no further matters remain pending, this is a final judgment entered pursuant to Ariz. R. Civ. P. 54(c).

DATED this _____ day of _____, 20_____.

JUDGE OF THE SUPERIOR COURT

1 **CONSENT TO JUDGMENT**

2 1. Defendant acknowledges that they have waived service of the Summons and
3 Complaint, have read the Consent Agreement and Order, and are aware of their right to a trial in
4 this matter and have waived the same.

5 2. Defendant admits the jurisdiction of this Court, and consent to the entry of the
6 foregoing Consent Agreement and Order.

7 3. Defendant states that no promise of any kind or nature whatsoever was made to
8 induce it to enter into this Consent Agreement and declare that it has entered into this Consent
9 Agreement voluntarily.

10 4. This Consent Agreement is entered as a result of a compromise and a settlement
11 agreement between the parties. Only the State may seek enforcement of this Consent Agreement.
12 Nothing herein is intended to create a private right of action by other parties; however, this
13 Consent Agreement shall not limit the rights of any private party to pursue any remedies allowed
14 by law.

15 5. Defendant acknowledges that its acceptance of this Consent Agreement is only for
16 the purpose of resolving the ongoing inquiry and lawsuit filed by the State, and further
17 acknowledges that this Consent Agreement does not preclude any agency or officer of this State
18 or subdivision thereof from instituting other proceedings, if appropriate.

19 6. This Consent to Judgment may be executed in counterparts and be delivered by
20 facsimile or electronic transmission, or a copy thereof, such constituting an original counterpart
21 hereof, all of which together will constitute one and the same document.

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7. Defendant represents and warrants that the person signing below on its behalf is duly appointed and authorized to do so.


Ticketmaster L.L.C.

By:  Date: 10/19/20

Michael Rowles, EVP & General Counsel

APPROVED AS TO FORM AND CONTENT:

MARK BRNOVICH
Attorney General

By: 

Rebecca Salisbury
Assistant Attorney General
Attorney for the State of Arizona

eSignature Page 1 of 1

Filing ID: 12150431 Case Number: CV2020-013425
Original Filing ID: 12138294

Granted as Submitted



/S/ James Smith Date: 10/27/2020
Judicial Officer of Superior Court

ENDORSEMENT PAGE

CASE NUMBER: CV2020-013425

SIGNATURE DATE: 10/27/2020

E-FILING ID #: 12150431

FILED DATE: 10/28/2020 8:00:00 AM

REBECCA COBB SALISBURY

TICKETMASTER L L C
9348 CIVIC CENTER DR BEVERLY HILLS CA 90210