

From: Braz, Madison <Madison.Braz@partner.vermont.gov>
Sent: Monday, September 30, 2019 1:50 PM
To: Byard Duncan <bduncan@revealnews.org>
Subject: RE: Public Records Act Request

Dear Mr. Duncan,

Please see the attached files in response to your public records act request dated August 28, 2019.

Sincerely,

Madison Braz
Consumer Advisor

State of Vermont
Office of the Attorney General
Consumer Assistance Program
109 State Street
Montpelier, VT 05609-1001

Email: ago.cap@vermont.gov
Website: <http://www.uvm.edu/consumer>
Phone: (800) 649-2424 (toll free from VT phone)
Fax: (802) 304-1014

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

SARAH E. B. LONDON
CHIEF ASST. ATTORNEY
GENERAL



ADDRESS REPLY TO:
CONSUMER ASSISTANCE PROGRAM
109 State Street
Montpelier, Vt 05609
website: ago.vermont.gov/cap
e-mail: ago.cap@vermont.gov

STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
PUBLIC PROTECTION DIVISION
TEL: 1-800-649-2424
FAX: (802) 304-1014

September 27, 2019

Via email to bduncan@revealnews.org.

Byard Duncan
Reveal from the Center for Investigative Reporting
1400 65th St., Suite 20
Emeryville, CA 94608

Re: Public Records Request

Dear Mr. Duncan:

I write in response to your Public Records Act request dated August 28, 2019, a copy of which is enclosed for your convenience.

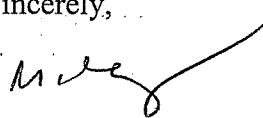
Attached you will find the documents pertaining to your request. Due to the age of some of the complaints (filed in 2009), original files were not available for two complaints. Instead, we have included a table (PRA-CAP017) depicting consumer name, business, date, and the complaint summary for these two complaints.

Some material in the records has been redacted consistent with the obligations of this office under the Access to Public Records Act to protect individual privacy. In particular, we have redacted personal information of third parties to protect personal privacy of persons, particularly vulnerable persons, involved in the process. See *Trombley v. Bellows Falls Union High School Dist. No. 27*, 160 Vt. 101, 110 (1993).

Under 1 V.S.A. § 318(c)(1), you have a right to appeal from any denial of access. Such appeal should be in writing.

Thank you for contacting the Attorney General's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Madison Braz", with a long, sweeping flourish extending to the right.

Madison Braz
Consumer Assistance Program
Office of the Attorney General
State of Vermont

Enc.

Cadmin

From: ATG Customer Complaints Form [apache@state.vt.us]
Sent: Tuesday, March 03, 2009 10:07 PM
To: Cadmin
Subject: ATG Customer Complaints Form

Customer Complaints Form

Customer Complaint Number: ATG-CCF-4181

Consumer Information:

Consumer Name: Robert Foley

Consumer Address: [REDACTED]

Burlington, VT 05401

Daytime Telephone: [REDACTED]

Email Address: [REDACTED]

Company Information:

Company Name: Ticketsnow.com

Company Address: Ticketmaster Company

3800 Golf Road, Suite 125

Rolling Meadows, IL 60008

Company Telephone: 8023180833

Complaint Details:

Events as they happened: I purchased tickets to Phish in Virginia. They charged my credit card about \$1000. I have called several times. They promise delivery of the tickets but that delivery looks unlikely. I paid almost \$1000 for 3 tickets, but they have not delivered. I believe this is consumer fraud by Ticketmaster and Ticketsnow. They continue to promise delivery but they keep telling false statements. Please help. Thank you.

Relief you desire: Truth in marketing.

Complaint No. 09-04-1279

StubsHub.com

PLEASE FILL OUT THIS CARD AFTER ALLOWING THE BUSINESS 14 DAYS IN WHICH TO CONTACT YOU. THIS INFORMATION WILL HELP US TO DETERMINE WHAT FURTHER INVOLVEMENT IS NEEDED BY OUR OFFICE.

..... The business contacted me and resolved my complaint.

Resolution/Dollar Amount

..... The business contacted me but my complaint remains unresolved.

Briefly Explain

X..... The business has not contacted me.

NAME Nancy Smith
ADDRESS [Redacted]
Northfield Falls, VT 05764
DAY PHONE [Redacted] HOME PHONE [Redacted]

09-05-1197 cur

TICKETSNow®

May 28, 2009 a Ticketmaster company

Jill Donahue
[Redacted]
Northfield, VT 05663

RE: 09-05-1197

Received Date	6/2/09
Complaint No.	09-05-1197
Date Scanned	6/9/09
By	HEW

Dear Ms. Donahue:

We are in receipt of your recent complaint submitted to the State of Vermont Office of the Attorney General, Public Protection Division. As a service oriented company, the satisfaction of our consumers is of our utmost concern. As you will recall your concerns involved the price you paid for tickets to Bruce Springsteen at the Times Union Center on Thursday, May 14, 2009 through TicketsNow. We are happy to address your concern at this time.

TicketsNow provides consumers access to live entertainment event tickets that may no longer be available through primary distribution. Tickets listed on TicketsNow are owned and supplied by individuals or brokers. TicketsNow allows fans the greatest choice and access to live entertainment while ensuring reliable and convenient levels of service and security.

Prior to purchasing, you are given the opportunity to review all costs associated with the order and you are able to review the details of your order before filling out any pertinent personal and credit card information. After selecting the tickets you requested, you would have viewed the Order Screen. On the left hand side of the Order Screen is an Order Summary detail which lists the event, date, venue, time, seat locations, quantity ordered, and price per ticket, service charge, shipping fee and order total. All fees associated with your purchase are shown on the Order Summary.

After filling in all personal information, you clicked the Place Order button. Next to the Place Order button, it shows the Terms and Conditions, which states:

By clicking on Place Order, I am confirming that I have read, and agree to, the Terms & Conditions. I am also aware that, in most cases, I am paying above face value for my tickets. If the tickets I selected are not available I may be provided with the equivalent or better seats, when available. All sales are final.

We sincerely regret that you are disappointed with your recent TicketsNow purchase. However, because you agreed to our Terms and Conditions at the time of your purchase, a refund is not available. Further our records indicate that on May 13, 2009 you spoke with Luis Međrano with TicketsNow and finalized the order for the General Admission Floor tickets. You had the opportunity to cancel the order at that time however you accepted the tickets at the price agreed upon at the time your order was placed.

We trust this information is sufficient to resolve the matter.

Sincerely,
[Redacted Signature]

Terry Lilly
Asst. Consumer Support Manager

CC: Thomas Stern
Consumer Protection Division
200 Saint Paul Place
Baltimore, MD 21202-2021

Cadmin

10-07-1222

Sent: Thursday, July 22, 2010 3:05 PM
To: consumer@uvm.edu
Subject: Sausville-Macias- Consumer Complaint Form

Below is the result of your feedback form. It was submitted by
[REDACTED] on Thursday, July 22, 2010 at 15:04:58

email: [REDACTED]

Name: Joshua Sausville-Macias

Street: [REDACTED]

City: Burlington

State: Vermont

ZIP: 05401

Phone: [REDACTED]

Business Name: FrontRowKing.com

Business Street: unknown

Business City: unknown

Business State: unknown

Business ZIP: unknown

Business Phone: 1-866-226-6811

Business E-mail: unknown

Complaint: I called 1-866-226-6811 to order tickets for the Lake Champlain Maritime Festival MGMT concert on August 12th 2010. I thought that I was dealing with the ticket sellers for this event not a scalper. Front row king never made it clear to me that they were a ticket broker and not associated with the event. They also never made clear that I was not paying face value for the tickets but paying almost 100% mark up. I purchased two tickets. The same day I few hours later when I realized that I had been a victim of a scam I contacted them and asked them to cancel the order and not ship the ticket. They refused.

Relief Requested: To cancel the order.

Found By: Internet

REMOTE_ADDR: 170.35.208.20
HTTP_USER_AGENT: Mozilla/4.0 (compatible; MSIE 6.0; Windows NT 5.1; SV1; .NET CLR 1.1.4322; .NET CLR 2.0.50727; .NET CLR 3.0.04506.30; .NET CLR 3.0.04506.648)

Cadmin

From: Diana Fischer [REDACTED]
Sent: Tuesday, November 16, 2010 2:15 PM
To: consumer@uvm.edu
Subject: Complaint | Prominent Ticket Sales
Attachments: Attachment 1_Google search results.png; Attachment 2_Invoice.pdf; Attachment 3_Terms and Conditions.pdf

Dear Consumer Assistance Program,

I would like to file a complaint regarding Prominent Ticket Sales. I feel that I was tricked into buying tickets to a concert that were priced drastically above face value. Here is what happened this morning, 11/16/10.

- I hoped to purchase tickets for an event on February 5th at the Wellmont Theater in Montclair, NJ.
- The tickets were not listed through a standard retailer (e.g. Lost Nation, Ticketmaster), so I did a Google search for Wellmont Theater Box Office.
- An image of the search results are included as Attachment 1.
- I clicked on the first link ("Wellmont Theater Box Office" / www.wellmont-theater.com) thinking it was the venue's box office
- I purchased 4 tickets at a price of \$47 dollars each, plus a \$43.24 in service fees and \$15 for shipping, totaling \$246.24. The invoice is Attachment 2.
- After receiving a confirmation e-mail and noticing that nowhere on the e-mail was language stating I had purchased from the Wellmont Box Office, I repeated the Google search and clicked on a different link. At that point, I confirmed that I had purchased the tickets through a broker and not through the venue's online ticketing system. The actual tickets were listed at \$25 plus fees through the true Wellmont ticket system. With fees, the face value of my four tickets comes to \$127.50 – and tickets were not sold out at the time of the sale.
- I was very mad...
- ...so I called the customer service number provided with my order and spoke to a representative from Prominent Ticket Sales named Alexandra, who explained that I had agreed to the terms and conditions (Attachment 3) on the website and all sales were final, the ticket fees were nonrefundable. When I explained how I had been misled into clicking on the deceptive link through the Google search, she replied that she knew of many URLs that all channel through their system so she isn't sure of how I was connected to the system. She encouraged me to call the number and purchase through an agent in the future to avoid excessive fees. She stressed that there was nothing she could do regarding this order and it couldn't be cancelled, refunded, etc.

I attend concerts often and am aware that different venues use different sales systems, but feel that the URL and way I was marked the tickets for far above face value was extremely misleading and deceptive. On those grounds, I feel I should be issued a refund for the ticket price. Thank you in advance for any information you can provide. I can be reached by e-mail (preferable) or by phone at [REDACTED]

Thank you and best regards,

Diana Fischer

[REDACTED]
Montpelier, VT 05602

Received at CAP

NOV 17 2010

Complaint #:
Date Scanned:

► **Wellmont Theater Box Office**

www.wellmonttheatre.com Great Seats for All Events at Wellmont Theater Box Office

► [Show map of Wellmont, Montclair, NJ 07042](#)

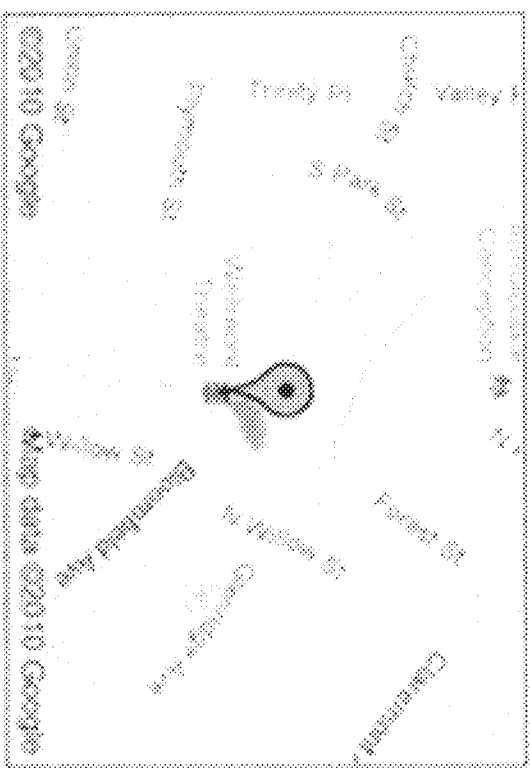
Wellmont Theatre Tickets

[Wellmont EventticketsCenter.com](http://WellmontEventticketsCenter.com) Wellmont Theater in Montclair Nj Concert tickets at Wellmont Theatre

FAQ - The Wellmont Theatre - Live music in Montclair, NJ

Tickets are also available at The Wellmont Theatre box office free of service charges if paying in cash. There is a \$2 service charge per ticket if paying ...

www.wellmonttheatre.com/faq - Cached



 **Wellmont Theatre**
[Place page](#)

5 Seymour Street
Montclair, NJ 07042-3317
(973) 783-9500
Van Sice Street
Get directions - Is this accurate?
View 37 reviews



Prominent Ticket Service
 21-00 Route 208 South
 Fair Lawn, NJ 07410
 Phone: (201)909-9700
 Fax: (201)226-1666
 Email: sales@prominentticketservice.com
 Salesperson: Aleksandra Sheynman

PAID

Sales Date: 11/16/2010 11:36 AM

invoice #: 113725

BILL TO

Diana Fischer
 [REDACTED]
 Montpelier, VT 05602

Email: [REDACTED]

Customer ID: [REDACTED]

SHIP TO

Diana Fischer
 27 Bailey Avenue
 Montpelier, VT 05602

Shipping Phone: (802)272-2751
 FedEx 2nd Day - Customer will receive in 2-4 days
 Track#: 794120653155

QTY	SEAT TYPE / OBS	SECTION	ROW	SEATS	SALE PRICE	TOTAL
Girl Talk Feb 5 2011 8:00PM at Wellmont Theatre Montclair, NJ						
4		GA	GA	5 - 8	\$47.00	\$188.00
Service Fee						
1						\$43.24

Payment Information

Credit Card [REDACTED] (Diana Fischer- [REDACTED]) \$246.24
 >2/2012) TroutD: 97587933 Auth: 016241
 AVS Code: Y

Invoice Notes

Sales Type: TICKETNETWORK DIRECT ticket notes:

External PO#: n/a Ticket Request ID#: [REDACTED]

Shipping Notes

Shipped On: 11/16/2010

Contact Information

Main: (802)272-2751
 Fax:
 * emailed on Nov 16 2010 11:37AM by Sheynman

SUBTOTAL:	\$188.00
SHIPPING:	\$15.00
TAX:	\$0.00
OTHER EXPENSES:	\$43.24
GRAND TOTAL:	\$246.24
BALANCE DUE:	\$0.00

- * ALL SALES ARE FINAL!!!, NO CHANGES, EXCHANGES OR REFUNDS.
- * ALL ORDERS PLACED W/ ZONE SEATING ARE SUBJECT TO AVAILABILITY .
- * RAIN OUT/POSTPONED EVENTS - TICKETS WILL BE GOOD FOR THE NEW DATE. THERE WILL BE NO REFUNDS.
 IF US OPEN TENNIS IS RAINED OUT - THERE WILL BE NO REFUND!!!
- * CANCELLED EVENTS - WE WILL OFFER A FACE VALUE REFUND OR FULL STORE CREDIT , LESS SHIPPING.
- * LOST TICKETS - WE WILL NOT BE ABLE TO REPRINT/REPLACE TICKETS, PLEASE TREAT YOUR TICKETS AS IF THEY WERE CASH.

WWW.PROMINENTTICKETSERVICE.COM

X _____

X _____

TERMS AND CONDITIONS – BOX OFFICE CENTER.COM

General. BoxOfficeCenter.com acts as an intermediary between buyers and ticket sellers (defined below) to facilitate the purchase and sale of event tickets, and as such is not directly involved in the actual ticket sale transaction between the buyers and TICKET SELLERS. All sales are final. As tickets sold through SITE are often obtained through the secondary market and prices are determined by the individual ticket seller, the prices for tickets may be above or below face value. The following are the rules or "TERMS" that govern use of the BoxOfficeCenter.com Web Site ("SITE") by you, the USER of the SITE ("USER"). By using or visiting the SITE, USER expressly agrees to be bound by these TERMS and to follow these TERMS and all applicable laws and regulations governing the SITE. BoxOfficeCenter.com reserves the right to change these TERMS at any time, effective immediately upon posting on the SITE. If USER violates these TERMS BoxOfficeCenter.com may terminate USER's access to the SITE, bar USER from future use of the SITE, cancel USER's ticket order, and/or take appropriate legal action against USER.

Above Face Value. Tickets sold through SITE are often obtained through secondary market TICKET SELLERS and are being resold, in many cases, above the price or "face value" listed on the ticket. All ticket prices include additional service charges and handling fees as defined on each order. SITE and its TICKET SELLERS are not directly affiliated with any performer, sports team, or venue; and SITE does not act as a primary sale box office, unless otherwise stated. By agreeing to these TERMS, USER agrees that the purchase price for tickets on their order does not reflect the original purchase price of the ticket and may be either higher or lower than the original purchase price.

Orders. Orders placed through SITE will be fulfilled by one of our network of participating TICKET SELLERS. Contact information for the TICKET SELLER who fulfills USER's order (hereinafter known as "FULFILLER") will be provided to USER upon completion of the purchase process. If this information is lost, USER may contact BoxOfficeCenter.com to retrieve information about the order.

All sales are final. Since tickets are a one-of-a-kind item and not replaceable, there are no refunds, exchanges or cancellations. If an event is postponed, tickets will be honored for the rescheduled date. New tickets will not need to be issued. If an event is cancelled without a rescheduled date, User will need to contact the FULFILLER for a refund. The FULFILLER may require the User to return the supplied tickets at User's expense before receiving any refund User is entitled to due to cancellation. BoxOfficeCenter.com is not responsible for providing or securing this refund for User. Any shipping and handling charges are not refundable. Refunds will be processed in the same currency as the original order. Conversion charges, including though not exhaustive of the ones issued by USER's bank, if any, are not covered by BoxOfficeCenter.com or Fulfiller. Neither BoxOfficeCenter.com nor the FULFILLER will issue exchanges or refunds after a purchase has been made or for lost, stolen, damaged or destroyed tickets. When User receives tickets, User should keep them in a safe place. Please note that direct sunlight or heat may damage tickets.

Pricing. All prices are in United States Dollars (USD) unless otherwise specifically stated. SITE cannot confirm the price of an item until after an order is completed by USER. Despite SITE's best efforts, a small number of the items listed on the SITE may be priced incorrectly. If the FULFILLER discovers an item's correct price is higher than the stated price, the FULFILLER will either complete the order at the original price, contact USER to inform them of different price with an option to purchase, or cancel USER's order and notify USER of such cancellation.

Schedule of Fees and Charges. The price charged to USER'S credit card beyond the price of the individual tickets shall include the following fees and charges:

- **Service Fee:** Cost per ticket associated with SITE operation, customer service center operation, and other costs associated with the fulfillment of USER'S ticket request.
- **Delivery:** Costs associated with the Delivery Method chosen by USER and the SITE'S arrangement of USER'S ticket delivery by the FULFILLER.
- **Total:** Entire amount charged to USER, including each ticket's price as set by the FULFILLER, Service Fee, and Delivery.

Taxes. Prices stated on the SITE do not include any state or other local taxes that may apply to USER's order. TICKET SELLERS may collect sales tax as is appropriate for their locality. If taxes are applicable to USER'S order they will be added to USER'S order as a separate charge in addition to the TOTAL.

Credit Card Charges. USER's credit card will be charged by the FULFILLER responsible for fulfilling their order and not SITE. If USER have any questions about charges on USER credit card statement, feel free to contact us at TicketSupport@TicketNetwork.com or to direct USER question to FULFILLER responsible for completing the ticket

order. FULFILLER may charge or authorize USERS credit card in advance of confirming ticket availability. If tickets are ultimately found to be unavailable, the USERS credit card will not be charged or USER will receive a full refund for the charged amount.

Event Listings. SITE does not guarantee the accuracy of event information on SITE including but not limited to event name, event location or venue, event start time, or event date.

Ticket Holder Behavior Policy. The USER agrees to abide by all rules and policies of the venue where the event is located relating to conduct and behavior. Should the USER be ejected from the event for failure to abide by the venue's rules and policies, USER shall be subject to all applicable fines and legal or other expenses associated with the ejection. Further, should the ejection result in the loss of the TICKET SELLER's right to use any other season tickets at that venue, or the right to purchase other tickets from that venue, USER shall be held liable for all reasonable costs, expenses, and losses associated with said loss, including but not limited to all direct, indirect, vicarious, consequential, exemplary, incidental, special or punitive damages, including lost profits.

Ticket Availability. SITE cannot guarantee ticket availability until the USER is in possession of their tickets. Generally, all ticket listings on SITE are a unique set of tickets from an individual TICKET SELLER. Some ticket listings on SITE may only be representations of available tickets and not actual seat locations or currently available tickets. Occasionally tickets ordered may no longer be available at the price or in the quantity originally ordered at the time the order is received. If equivalent or better seat locations are available at the same price, the TICKET SELLER will fill the order with the alternative seat locations. If no alternates are available, either the USER'S credit card will not be charged at all or the entire amount will be refunded, and USER will be notified that the ticket request has been rejected.

Fraudulent Use. In order to protect our USERS from fraud, a USER may be required to provide additional proof of identify on any order. Proof of identity may include but is not limited to a signed credit card authorization and/or photocopies of public documents such as a state driver's license or federal passport.

Shipping. All orders are shipped to USER using the delivery method chosen for the order. Most orders are shipped the same business day in which they are received. Orders placed after business hours may be shipped on the next business day. Shipments may require direct signature at the point of delivery.

Delayed Shipment. Event tickets are generally delivered according to the delivery method selected at the time of ticket checkout. Most orders are shipped the same business day in which they are received or, if placed after business hours, orders may be shipped on the next business day. However, tickets may not always be available for immediate delivery, particularly in cases when the tickets have been purchased far in advance of the event in question or for certain events including but not limited to the following: all off-season orders for professional sporting leagues, concerts, and Las Vegas events tickets. While most tickets are delivered within three business days of the delivery method chosen, this does not imply a guaranteed delivery date. In these situations tickets may be marked with an estimated ship date. USER will be provided with account access information that will allow them to view the status of their order and tracking information, if available, after purchase. In the case where tracking information is not available USER may contact a representative of the FULFILLER for shipment information or an estimated delivery date. Tickets will be shipped when available, and choice of an expedited delivery method does not guarantee that tickets will be shipped immediately. USER should check the notes in the ticket listings and the seller's comments and delivery box information after selecting a delivery method on the checkout page for the estimated delivery date and detailed information about the ticket delivery dates and methods.

International Shipping. Customers outside of the United States must choose an International Delivery option. If a domestic shipping option is chosen for an order to be shipped outside the United States, the shipping cost will be adjusted by the FULILLER after the order is placed to use the International Rate.

Delivery Verification. If USER specifies a shipping address that does not allow for Delivery Verification, such as a Post Office Box, USER may be required to pay an additional fee to cover the additional risks associated with this type of order. If such a shipping address is used, the FULFILLER will, at their discretion, either contact USER about the additional fee prior to shipping or cancel USER's order and notify USER of such cancellation.

Permitted Use. USER agrees that USER is only authorized to visit, view and to retain a copy of pages of this SITE for USER's own personal use, and that USER shall not duplicate, download, publish, modify or otherwise distribute

the material on this SITE for any purpose other than to review event and promotional information, for personal use, or to purchase tickets or merchandise for USER's personal use, unless otherwise specifically authorized by SITE to do so. The content and software on this SITE is the property of SITE and/or its suppliers and is protected by U.S. and international copyright laws.

Links. The SITE may automatically produce search results that reference or link to third party SITES throughout the World Wide Web. SITE has no control over these SITES or the content within them. SITE cannot guarantee, represent or warrant that the content contained in the SITES is accurate, legal and/or inoffensive. SITE does not endorse the content of any third party SITE, nor do we warrant that they will not contain viruses or otherwise impact USER's computer systems. By using the SITE to search for or link to another SITE, USER agrees and understands that USER may not make any claim against SITE for any damages or losses, whatsoever, resulting from use of the SITE to obtain search results or to link to another SITE. If USER experiences a problem with a link from the SITE, please notify us at TicketSupport@TicketNetwork.com and we will investigate USER's claim and take any actions we deem appropriate at our sole discretion.

Violation of the Terms. SITE, in its sole discretion, and without prior notice, may terminate USER's access to the SITE, cancel USER's ticket order or exercise any other remedy available to it. USER agrees that monetary damages may not provide a sufficient remedy to SITE for violations of these terms and conditions and USER consents to injunctive or other equitable relief for such violations. SITE may release USER information by operation of law, if the information is necessary to address an unlawful or harmful activity against SITE. SITE is not required to provide any refund to USER if USER is terminated as a USER of this SITE.

Intellectual Property Information. For purposes of these Terms, CONTENT is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our site. This includes, but is in no way limited to, message boards, chat, and other original content. By accepting these TERMS, USER acknowledge and agree that all CONTENT presented to USER on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of SITE and/or its Affiliates. USER is only permitted to use the CONTENT as expressly authorized by us or the specific CONTENT provider. Except for a single copy made for personal use only, USER may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific CONTENT provider, and USER are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties. Neither we or our Affiliates warrant or represent that USER's use of materials displayed on, or obtained through, this site will not infringe the rights of third parties. All other trademarks or service marks are property of their respective owners. Nothing in these TERMS grants USER any right to use any trademark, service mark, logo, and/or the name of SITE or its Affiliates.

SITE reserves the right to terminate the privileges of any USER who uses this SITE to unlawfully transmit or receive copyrighted material without a license or express consent, valid defense or fair use exemption to do so. After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the USER that they have used this SITE as an instrument of unlawful infringement, we will terminate the infringing USERS' rights to use and/or access to this SITE. We may, also in our sole discretion, decide to terminate a USER's rights to use or access to the SITE prior to that time if we believe that the alleged infringement has occurred.

Disclaimers. SITE MAKES NO ASSURANCES THAT THE SITE WILL BE ERROR-FREE, UNINTERRUPTED, OR PROVIDE SPECIFIC RESULTS FROM USE OF THE SITE OR ANY SITE CONTENT, SEARCH OR LINK THEREIN. THE SITE AND SITE CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. SITE MAKES NO ASSURANCES THAT FILES USER ACCESSES OR DOWNLOADS FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. SITE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING ALSO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SITE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, VICARIOUS, INCIDENTAL, SPECIAL, PUNITIVE, LOSS OF BUSINESS OR LOSS OF PROFITS OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SITE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTY USERS, SITE USERS, ADVERTISERS AND/OR SPONSORS ON THE SITE, IN CONNECTION WITH THE SITE

SERVICE OR OTHERWISE RELATED TO USER'S USE OF THE SITE AND/OR THE SITE SERVICE. SITE IS NOT RESPONSIBLE FOR THE PRODUCTS, SERVICES, ACTIONS OR FAILURE TO ACT OF ANY TICKET BROKER, VENUE, PERFORMER, PROMOTER OR OTHER THIRD PARTY IN CONNECTION WITH OR REFERENCED ON THE SITE.

Limitation on Liability. Except in jurisdictions where such provisions are restricted, in no event will SITE be liable to USER for any indirect, vicarious, consequential, exemplary, incidental, special or punitive damages, including lost profits, even if SITE has been advised of the possibility of such damages. USER further agrees that the maximum available remedy on any successful claim is a refund of the amount paid by the USER when placing an order through SITE.

Indemnity. USER agrees to indemnify and hold SITE, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of USER's use of the SITE, including also USER's use of the SITE to provide a link to another site or to upload content or other information to the SITE.

Governing Law. USER agrees that any controversy or claim arising out of or relating to the use of SITE will be governed by the laws of the State of Connecticut without regard to its conflict of law provisions. USER agrees to personal jurisdiction by venue in the state and federal courts of the State of Connecticut, Tolland County.

Arbitration. Any controversy or claim arising out of or relating to the use of the SITE, or any alleged breach of these policies, shall be resolved through binding arbitration in the jurisdiction of BoxOfficeCenter.com's headquarters, Tolland County, Connecticut, and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection. Any award issued through arbitration is enforceable in any court of competent jurisdiction.

Force Majeure. BoxOfficeCenter.com shall not be deemed in default or otherwise liable under these rules and policies due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, cyber-terrorism, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause not under BoxOfficeCenter.com'S control (hereinafter all of the foregoing is collectively referred to as "Force Majeure"). Notwithstanding the foregoing, BoxOfficeCenter.com shall be permitted to terminate this Agreement with or without notice to the USER in the event that BoxOfficeCenter.com is prevented from performing hereunder due to FORCE MAJEURE.

Registration. Certain areas of the SITE are provided solely to registered USERS of the SITE. Any USER registering for such access agrees to provide true and accurate information during the registration process. SITE reserves the right to terminate the access of USERS should SITE know, or have reasonable grounds to suspect that a USER has entered false or misleading information during the registration process. ALL REGISTERED USERS MUST BE OVER EIGHTEEN (18) YEARS OF AGE. Children under the age of eighteen (18) shall not be permitted to register. SITE reserves the right to require valid credit card information as proof of legal age. SITE maintains a strict online Privacy Policy and will not sell or provide USER credit card information to third parties.

USER Account. USER will select a username and password as part of the registration process. All USER account pages are protected with Secure Socket Layer (SSL) encryption. USER is fully responsible for maintaining the confidentiality of their username and password. USER agrees to immediately notify SITE at TicketSupport@TicketNetwork.com should USER know, or have reasonable grounds to suspect, that the username or password have been compromised. SITE shall not be responsible for USER's failure to abide by this paragraph. SITE may, in its sole discretion, terminate the USER's account for any reason. Under no circumstances shall SITE be liable to any USER or third party for termination of a USER's account.

Third Party Advertisers. SITE may allow third party advertisers to advertise on the SITE. SITE undertakes no responsibility for USER's dealings with, including any on-line or other purchases from, any third party advertisers. SITE shall not be responsible for any loss or damage incurred by USER in its dealings with third party advertisers.

Privacy Policy. This privacy policy, herein referred to as the Privacy Policy, covers SITE's treatment of personal or personally identifiable information, herein referred to as Personal Information, that may be collected when USER is on the SITE and when USER uses BoxOfficeCenter.com services. This Privacy Policy does not apply to the practices of companies or individuals that BoxOfficeCenter.com does not own or exercise supervisory control over, or to third party advertisers on the SITE.

This Privacy Policy discloses the privacy practices for <http://BoxOfficeCenter.com>. It applies solely to information collected by this website. This Privacy Policy will notify you of the following:

1. What personally identifiable information is collected from you through the web site, how it is used, and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in the information.

Information Collection, Use, and Sharing. We are the sole owners of the information collected on this SITE. We only have access to or collect information that USER voluntarily give us via email or other direct contact from USER. We do not sell or rent this information to anyone.

We will use USER information to respond to USER regarding the reason USER contacted us. We will not share USER information with any third party outside of our organization, other than as necessary to fulfill USER request, e.g. to ship an order. Unless USER ask us not to, we may contact USER in the future to tell USER about specials, new products or services, or changes to this privacy policy.

SITE will respond to a verified law enforcement, or other governmental department request or subpoena relating to a criminal investigation or alleged illegal activity. In such events, SITE will disclose information relevant to the investigation such as name, city, state, zip code, telephone number, email address, fraud complaints, and credit card information. SITE reserves the right to report to law enforcement agencies any activities that it believes, in good faith, to be unlawful.

USER Access to and Control Over Information.

USER can do the following, at any time, by contacting us via the email address or phone number given on our website:

- Opt out of any future contact from us;
- See what data we have about USER, if any;
- Change or correct any data we have about USER;
- Have us delete any data we have about USER; and
- Express any concern you have about our use of USER data.

SecurityWe take precautions to protect USER information. When USER submits sensitive information via the website, USER information is protected both online and offline.

Whenever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. USER can verify this by looking for a closed lock icon at the bottom of USER web browser, or looking for "https" at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect USER information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers and servers in which we store personally identifiable information are kept in a secure environment.

If USER feels that we are not abiding by this Privacy Policy, USER should contact us immediately via telephone at (866) 459-2035 or via email at TicketSupport@TicketNetwork.com.

Copyright Infringement NotificationShould you wish to file a copyright infringement notification with BoxOfficeCenter.com, you will need to send a written or electronic communication that includes all of the following, as based on Section 512(c)(3) of the Digital Millennium Copyright Act (DMCA):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the material that has allegedly been infringed.

2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity. *Please provide the URL(s) in the body of your email or letter, as this will help us to identify the potentially infringing material.
3. Contact information of the complainant.
4. A statement that the complainant has a good faith belief that use of the material in the manner complained of is a copyright violation.
5. A statement that the information in the notification is accurate, and under penalty of perjury, that the complainant is authorized to act on behalf of the owner of material that has allegedly been infringed.

Written or electronic notice of copyright infringement should be mailed, faxed, or emailed to BoxOfficeCenter.com's designated agent at:

Copyright Complaints
 TicketNetwork
 137 Bolton Road
 Vernon, CT 06066
 Fax: 860-760-6699
 Email: copyright@ticketnetwork.com

Please note the following:

- Under Section 512(f) of the DMCA, any person who knowingly misrepresents that material or activity is infringing may be subject to liability for damages.

Service and Advertising Emails. SITE may send USER several service related emails to the email address given when placing an order. These include a confirmation email with details of USER'S order, a pre-event email reminder about the event to be attended, and a post-event email gathering feedback on the USER'S experience. When USER places an order, SITE will also add USER to our weekly mailing list to be informed of upcoming events. USER can opt out of these emails at any time by notifying TicketSupport@TicketNetwork.com.

Amendments. SITE reserves the right to amend this policy at any time. SITE will contact registered USERS by email or shall post a notice of changes in its SITE, when and if the terms of this policy are amended.

Last Updated: 10/19/2010

Pasted from

<[PRA-CAP015](https://secure.boxofficecenter.com/checkout/Checkout.aspx?e=%7EYn%7EJva2%7EVya%7EW%7EQ9%7EMj%7EY4%7ENi%7EZa%7EX%7ERlbn%7EVt%7EYm%7EVy%7EP%7ET%7E15%7EJn%7ERna%7EW%7EQ9%7EO%7ED%7EUw%7ENZ%7EMy%7EMj%7EMz%7EJm%7EV2d%7EGlk%7EP%7ET%7EE1%7EM%7EDg4%7EN%7EDcmc%7EH%7EJp%7EY2%7EU9%7ENj%7EUu%7EM%7ED%7E Aw%7EM%7EC%7EZjd%7EX%7EJy%7EZ%7EW5je%7EWlk%7EP%7ET%7EE.%21misz860%7EUrm%7EM.&treq=2&wcid=6178&SessionId=0MmJ7->></p>
</div>
<div data-bbox=)

Cadmin

Sent: Friday, November 19, 2010 11:23 AM
To: consumer@uvm.edu
Subject: grall- Consumer Complaint Form

Below is the result of your feedback form. It was submitted by
[REDACTED] on Friday, November 19, 2010 at 11:22:41

email: [REDACTED]

Name: timothy grall

Street: [REDACTED]

City: glenn dale

State: md

ZIP: 20769

Phone: [REDACTED]

Senior: No

Business Name: Ticket Software, LLC

Business Street: 137 Bolton Rd

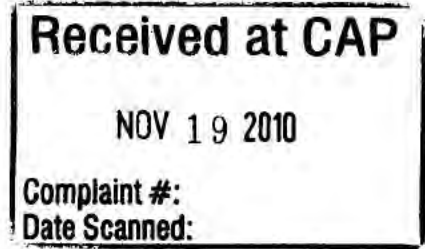
Business City: Vernon

Business State: CT

Business ZIP: 06066

Business Phone: 1-888-456-8499

Business E-mail: customerservice@ticketnetwork.com



Complaint: I purchased tickets on 11/19/2010 for an event on 11/20/2010. Upon paying for the tickets with my credit card, I contacted the business to determine how the tickets would be delivered. I was informed that the tickets were not available at the price I agreed and paid for the tickets with my credit card.

I was not offered replacement tickets, nor was I provided with the 125% guarantee, as stated on the seller's website.

Relief Requested: 125% refund of purchase price paid or replacement tickets.

Found By: website search

REMOTE_ADDR: 148.129.129.154
HTTP_USER_AGENT: Mozilla/5.0 (Windows; U; Windows NT 5.1; en-US; rv:1.9.2.12) Gecko/20101026
Firefox/3.6.12 GTB7.1

Matter Name	Matter #	Opened Date	Matter Summary	Claimed Losses	Process Code
WILLIAM KELLY (TICKETS LOGISTICS)	CAP09-07-1063	7/7/2009	CONSUMER BOUGHT THE TICKETS FROM SPECULATIVE TICKET SELLER AND IS BEING CHARGED TWICE THE PRICE.	\$80.00	DNS04 - Complaint missing information - request sent to consumer
Phil La Scala (STUBHUB.COM)	CAP09-09-1510	9/25/2009	Consumer ordered tickets for game through business and after being charged for them was informed that the seller of the tickets hadn't yet bought the tickets.	\$0.00	INF - Informational file - no mediation requested

Curtis, Christopher

From: Matthews, Deborah
Sent: Tuesday, June 19, 2018 12:00 PM
To: Clark, Charity; Diamond, Joshua; Curtis, Christopher
Cc: Wemple, Doug
Subject: PRESS CALL - Brent Hollenbeck - Burlington Free Press - (802) 660-1844

Importance: High

RE: Concert Tickets, laws on scalping, Third Party Vendors like StubHub, etc. What is the AG's role in enforcing laws on these and the ability to enforce the laws, especially with online websites who buy up tickets and then sell them at higher prices.

DEADLINE: Today or tomorrow end of business.

Call rec'd 6-19-18 at 11:31am

Deb Matthews

Administrative Secretary
Office of the Attorney General | GCAL
109 State Street, 3rd Floor
Montpelier, VT 05609
Phone | 802-828-3689
E-Mail | deborah.matthews@vermont.gov

Curtis, Christopher

Sent: Thursday, June 28, 2018 2:09 PM
To: Hallenbeck, Brent
Subject: RE: link and follow-up

Hi Brent,

Thanks for your note. Apologies, I was out of the office the first few days of this week and am just getting caught up on email. In response to your question, I would say:

- 1) The Attorney General believes that consumers should have true and accurate information about ticket pricing so they can make informed decisions.
- 2) Vermonters can start by being vigilant and double checking primary ticket sales venues in addition to a variety of online sources before purchasing. Make sure that online sources that sound local are in fact affiliated with the venue, or call the venue first before purchasing online. And, check for hidden fees, or additional charges for processing or delivery, before purchasing.
- 3) Typically, before making a recommendation on new or emerging issues we would engage in a robust public hearing process to hear from the public and stakeholders before coming to a definitive conclusion.
- 4) That said, anything we can do for Vermonters to avoid being ripped off or taken advantage of when it comes to secondary ticket markets should be on the table. The challenge, of course, is striking the right balance between what constitutes reasonable regulation and how to preserve the most good options and outcomes for the most Vermonters.

Hope that helps!

Best, Christopher

Christopher J. Curtis
State of Vermont
Office of the Attorney General
Chief, Public Protection Division
802-828-5586
christopher.curtis@vermont.gov

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From: Hallenbeck, Brent <bhallenb@freepressmedia.com>
Sent: Tuesday, June 26, 2018 4:39 PM
To: Curtis, Christopher <Christopher.Curtis@vermont.gov>
Subject: RE: link and follow-up

Hi, Christopher,

I have another question relating to my article on ticket resale. Does your office, which oversees public protection, have any recommendations on additional laws that could help Vermont consumers guard against excessive ticket costs?

Thanks,

Brent Hallenbeck, arts and entertainment writer
Burlington Free Press
(802) 660-1844
bhallenbeck@freepressmedia.com

From: Curtis, Christopher [<mailto:Christopher.Curtis@vermont.gov>]
Sent: Wednesday, June 20, 2018 3:55 PM
To: Hallenbeck, Brent <bhallenb@freepressmedia.com>
Subject: RE: link and follow-up

Yes. And, if you check the state-by-state analysis I just sent you it confirms that.

CC

Christopher J. Curtis
State of Vermont
Office of the Attorney General
Chief, Public Protection Division
802-828-5586
christopher.curtis@vermont.gov

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From: Hallenbeck, Brent <bhallenb@freepressmedia.com>
Sent: Wednesday, June 20, 2018 3:54 PM
To: Curtis, Christopher <Christopher.Curtis@vermont.gov>
Subject: RE: link and follow-up

Thanks for your help, Christopher. I'll take a look at that link. So when you say you're "not aware of any express prohibition on secondary sale of tickets," that's in reference to my question about selling a ticket for more than face value outside a concert venue ("scalping" in the vernacular), is that right?

Best,

Brent Hallenbeck, arts and entertainment writer
Burlington Free Press
(802) 660-1844
bhallenbeck@freepressmedia.com

From: Curtis, Christopher [<mailto:Christopher.Curtis@vermont.gov>]
Sent: Wednesday, June 20, 2018 3:49 PM

To: Hallenbeck, Brent <bhallenb@freepressmedia.com>

Subject: link and follow-up

Hi Brent,

Thanks again for your call. Here is the link to the NY AG's report from a couple of years ago:

https://ag.ny.gov/pdfs/Ticket_Sales_Report.pdf.

And, I checked in with Bram. We're not aware of any express prohibition on secondary sale of tickets.

I hope this is helpful. Please feel free to call or email with any follow-up questions.

Thanks!

Best, Christopher

Christopher J. Curtis
State of Vermont
Office of the Attorney General
Chief, Public Protection Division
802-828-5586
christopher.curtis@vermont.gov

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Knutson v. Dion, Gardner, Vermont Association of Realtors, Inc. (2012-294)
2013 VT 106

[Filed 08-Nov-2013]

NOTICE: This opinion is subject to motions for reargument under V.R.A.P. 40 as well as formal revision before publication in the Vermont Reports. Readers are requested to notify the Reporter of Decisions by email at: JUD.Reporter@state.vt.us or by mail at: Vermont Supreme Court, 109 State Street, Montpelier, Vermont 05609-0801, of any errors in order that corrections may be made before this opinion goes to press.

2013 VT 106
No. 2012-294

Janet Knutsen

v.

David M. Dion, Thomas Gardner, David M. Dion
Real Estate, Inc., and Vermont Association of Realtors,
Inc.

Michael S. Kupersmith, J.

Kimberly B. Cheney of Cheney Saudek & Grayck PC, Montpelier, for Plaintiff-Appellant.
Thomas F. Heilmann and David D. Aman of Heilmann, Ekman & Associates, Inc., Burlington,
for Defendant-Appellee Vermont Association of Realtors, Inc.

PRESENT: Dooley, Skoglund and Burgess, JJ., and Howard and Bent, Supr., JJ.,
Specially Assigned

Supreme Court
On Appeal from
Superior Court, Washington Unit,
Civil Division
March Term, 2013

¶ 1. **DOOLEY, J.** Plaintiff Janet Knutsen appeals the decision of the superior court denying her motion for summary judgment and granting defendant Vermont Association of Realtors, Inc.'s (VAR) motion for summary judgment on her consumer fraud claim arising out of her purchase of a home in Moretown. Plaintiff argues that VAR's form purchase and sale agreement, which was used in her real estate purchase—to which VAR was not a party—violates the Vermont Consumer Fraud Act (CFA) in that two provisions of the form are unfair and deceptive, and that she is therefore entitled to damages under § 2461(b) of the CFA. We affirm.

¶ 2. On May 20, 2007, plaintiff entered into a purchase and sales contract with Lorraine and Leonard Sweetser (sellers) for the purchase of their home. Sheila Jacobs, plaintiff's broker, prepared the contract. The contract contained the following limitation of liability:

Limitation of Liability: Seller and Purchaser each agree that the real estate brokers identified in Section 31 hereof have provided both Seller and Purchaser with benefits, services, assistance and value in bringing about this Contract. In consideration thereof, and in recognition of the relative risks, rewards, compensation and benefits arising from this transaction to said real estate brokers, Seller and Purchaser each agree that such brokers, their agents, associates or affiliates, shall in no event be liable to either Purchaser, Seller or both, either jointly, severally or individually, in an aggregate amount exceeding the total compensation to be paid to such brokers on account of this transaction or \$5,000, whichever is greater, by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of any undertaking whatsoever, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against the real estate brokers unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature whatsoever from any cause or causes, except intentional or willful acts, so that the total aggregate liability of all real estate brokers identified in Section 31 hereof shall not exceed the amount set forth herein. Seller and Purchaser each agree that there is valid and sufficient consideration for this limitation of liability and that the real estate brokers are the intended third-party beneficiaries of this provision.

(bolding and emphasis in original). Plaintiff initialed and dated the page containing the limiting language and signed the contract. The above section provided a liability limitation to “real estate brokers identified in section 31” of the contract. The brokers identified in section 31 are the firms for which sellers’ and buyer’s agents worked.

¶ 3. The contract also contained a clause calling for pre-suit mediation of disputes related to the contract. The mediation provision stated:

Mediation of Disputes: In the event of any dispute or claim arising out of or relating to this Contract, to the Property, or to the services provided to either Seller or Purchaser by any real estate agent who brought about this Contract, it is agreed that such dispute or claim shall be submitted to mediation prior to the initiation of any suit. The party seeking to mediate such dispute or claim shall provide notice to the other party and/or to the real estate agent(s) with whom mediation is sought and thereafter the parties and/or real estate broker(s) to be involved in the mediation

shall reasonably cooperate with each other in the selection of a mediator and shall reasonably agree upon the selection of a mediator. The real estate agent(s) who brought about this Contract can be of assistance in providing information as to sources for obtaining the services of a mediator. Unless otherwise agreed to in writing, the parties and any real estate agent(s) involved in the mediation shall share the mediator's fee equally. Seller, Purchaser and the real estate agent(s) who brought about this Contract acknowledge and understand that, although utilizing mediation in an effort to resolve any dispute or claim is mandatory under this Contract, the function of the mediator is to assist the parties involved in the mediation in resolving such dispute or claim and not to make a binding determination or decision concerning the dispute or claim. This provision shall be in addition to, and not in replacement of, any mediation or alternative dispute resolution system required by an order or rule of court in the event the dispute results in a lawsuit.

(bolding in original). Like the limitation of liability provision, plaintiff initialed and dated the page containing the mediation provision.

¶ 4. Although plaintiff's broker prepared the purchase and sales contract, she used a template that VAR provided on its website. VAR is a Vermont trade organization comprised of more than 1800 licensed real estate brokers and salespersons. VAR makes available to its members generic, pre-printed real estate forms, including a purchase and sales contract form that a member can use as a template. VAR recommends the form to those involved in a real estate sale. The purchase and sales agreement form can be modified to meet the specifics of the agreement for any given purchase and sales transaction. The website page plaintiff attached to her motion for summary judgment indicates that VAR provides forms "through TrueForms."* We take this to mean that the forms actually come from some external source, although the bottom of the form states, "This form developed by the Vermont Association of Realtors, Inc."

¶ 5. Approximately one month prior to the closing on the contract, sellers presented plaintiff with a Sellers' Property Information Report (SPIR). The SPIR notified plaintiff that "[t]his year the water table was extremely high; water seeped in at various places where cracks

are visible. Controlled with wet/dry vac. Sump pump takes care of water during early spring [and] does not reach concrete.” Plaintiff initialed the page of the SPIR containing this disclosure and signed the SPIR. She disregarded her broker’s suggestion to have the contract reviewed by an attorney.

¶ 6. In the years after the closing, plaintiff experienced water infiltration in the basement of the house. Plaintiff brought suit against sellers, the home inspector, and sellers’ real estate brokers and their real estate agency, alleging that she had purchased the home based on misrepresentations about the water infiltration problem. She settled with sellers and with the home inspector, and the trial court dismissed the case against sellers’ real estate brokers, and their agency, for failure to comply with the pre-suit-mediation clause of the contract. Plaintiff refiled her action, again suing sellers’ real estate agency and their realtors, and adding as defendants VAR, her broker, and her broker’s agency. Plaintiff’s claims against her broker and the agency were voluntarily dismissed with prejudice.

¶ 7. The claim against VAR was based on the two clauses in the form contract quoted above—the limited liability clause and the mandatory mediation clause. Plaintiff argued that those clauses were unfair and deceptive, and that by providing the form contract and representing on its website that the template is fair to all parties, VAR violated the CFA. She therefore sought damages under 9 V.S.A. § 2461(b), the private right of action under the CFA. Both plaintiff and VAR filed motions for summary judgment on the CFA claims. The trial court ruled that the clauses, either alone or in conjunction, were not “unfair or deceptive under the CFA.” It therefore found that “VAR’s sole connection to this case—drafting the template clauses that [plaintiff] and her buyer’s broker eventually used—cannot support a consumer fraud claim” and granted VAR’s

motion for summary judgment. This appeal followed, and plaintiff's claims against sellers' realtors, and their agency, have been stayed pending its resolution.

¶ 8. We review a grant of summary judgment using the same standard of review applied by the trial court. Al Baraka Bancorp (Chicago), Inc. v. Hilweh, 163 Vt. 148, 153, 656 A.2d 197, 200-01 (1994). "Summary judgment is appropriate only where the moving party establishes that there is no genuine issue of material fact and that the party is entitled to judgment as a matter of law." Samplid Enters., Inc. v. First Vt. Bank, 165 Vt. 22, 25, 676 A.2d 774, 776 (1996); V.R.C.P. 56(a).

¶ 9. On appeal, the only issue is plaintiff's CFA claim against VAR. Plaintiff argues that the trial court erred by "rel[ying] on a factual conclusion that [plaintiff] freely entered into a contract and, hence, there was . . . no need to examine the VCFA." Plaintiff points us to the section of the CFA that provides that "[n]o actual damage to any person need be alleged or proven for an action to lie under this chapter." 9 V.S.A. § 2457. Plaintiff objects to the trial court's observation that plaintiff was not harmed because she had not been deceived by the challenged provisions and because her damages could be satisfied even under the limitation of liability provision. Plaintiff calls the violation a "per se" violation of the CFA, which she interprets as meaning that no damages must be shown in order to bring a private claim.

¶ 10. We start by considering whether VAR is liable for the conduct alleged. VAR was not involved in the transaction between plaintiff and sellers, nor in the actions of the real estate brokers who represented sellers and plaintiff and brought them to agreement. VAR's sole involvement was to post on its website a model purchase and sales contract that could be used by member real estate brokers and was used by plaintiff's real estate broker.

¶ 11. The CFA makes unlawful “[u]nfair methods of competition in commerce, and unfair or deceptive acts or practices in commerce.” 9 V.S.A. § 2453(a). The attorney general, or an authorized state’s attorney, may bring an action against a “person . . . using or . . . about to use any method, act or practice declared by section 2453 of this title to be unlawful.” *Id.* § 2458(a). Possible remedies include an injunction to stop the unlawful conduct, a civil penalty and restitution. *Id.* § 2458(a)-(b)(2). The private remedy section of the CFA authorizes a consumer “who sustains damages or injury as a result of any false or fraudulent representations or practices prohibited by section 2453 of this title” to “sue and recover from the seller, solicitor or other violator the amount of his damages, or the consideration or the value of the consideration given by the consumer.” *Id.* § 2461(b). Narrowly stated, the first issue in this case is whether, under plaintiff’s allegations, VAR is an “other violator” pursuant to § 2461(b).

¶ 12. This is not the first case to look at the issue of derivative liability under the CFA. In State v. Stedman, 149 Vt. 594, 547 A.2d 1333 (1988), the attorney general brought a consumer fraud action against a person who was selling time shares in lodging at a ski area in southern Vermont. After a deal to buy the ski area from its owner fell through, the time-share seller and the ski-area owner entered into a contract whereby the time-share seller received a week-by-week license to take possession and operate the ski area. Once he received the license, the seller sold time shares, taking downpayments that he used to operate the ski area with the promise that the buyers would receive a complete refund if not satisfied with the facilities. The purchasers lost their downpayments when the scheme failed.

¶ 13. The Attorney General sued both the time-share seller and the ski-area owner. The trial court found as to the latter that, although he was not directly involved with the time-share sales and believed that the deposit payments were being placed in escrow, he violated the CFA

by creating an arrangement that deprived the time-share purchasers of any viable means to collect from the seller and that allowed the seller “to use the mountain for his deceptive practices.” Id. at 598, 547 A.2d at 1335. We held that derivative liability for consumer fraud could not be imposed “absent direct participation in the unfair or deceptive acts, direct aid to the actor, or a principal/agent relationship.” Id. at 598, 547 A.2d at 1335-36.

¶ 14. Particularly relevant to this case is this Court’s discussion in Stedman of “direct aid to the actor” in light of the decision in Goodman v. Federal Trade Commission, 244 F.2d 574 (9th Cir. 1957). Goodman generalized that “one who ‘places in the hands of another a means of consummating a fraud or competing unfairly in violation of the Federal Trade Commission Act is himself guilty of a violation of the Act.’ ” Id. at 591 (citation omitted). We noted that this principle applied in cases involving principal/agency relationships and the doctrine of apparent authority. Thus, it did not provide liability for the ski-area owner, who was not in a principal/agent relationship with the time-share seller and was unknown to the purchasers. Stedman, 149 Vt. at 598, 547 A.2d at 1336. Similarly, we found that other derivative-liability cases did not help the State because they all “involve a degree of direct involvement not present here.” Id. at 598-99, 547 A.2d at 1336.

¶ 15. Stedman remains the last word on liability limitations in suits by the Attorney General pursuant to 9 V.S.A. § 2458(a). Further developments on defining the actors subject to liability occur in the context of § 2461(b), the private remedy section. In Carter v. Gugliuzzi, 168 Vt. 48, 49, 716 A.2d 17, 19 (1998), we held that the purchaser of a home could bring a CFA action against the real estate broker for the seller for damages caused by misrepresentations made during the selling process. Citing the remedial purpose of the statute and our policy of construing the statute liberally, we held that the term “seller” in the private remedy section of the CFA

includes real estate brokers who sell the property as agents for the owner. *Id.* at 53, 716 A.2d at 22. In *Elkins v. Microsoft Corp.*, 174 Vt. 328, 817 A.2d 9 (2002), we again examined the meaning of the private remedy section in the context of an antitrust claim against a software manufacturer that sold a computer operating system to a computer manufacturer, which bundled it with the computer hardware for sale to consumers. Again citing the broad remedial purpose of the CFA, we held that the consumer could sue the software producer, despite the absence of privity, as an “other violator” as provided in § 2461(b). *Id.* at 331, 341, 817 A.2d at 13, 20.

¶ 16. The most complete explanation of this line of cases is in *Sawyer v. Robson*, 2006 VT 136, 181 Vt. 216, 915 A.2d 1298, where a tenant sued a landlord for violations of the CFA. We held that the tenant could sue the landlord as an “other violator” where “there was evidence landlords had engaged in unfair and deceptive commercial practices.” *Id.* ¶ 13. We stated our rationale broadly: “The plain meaning of ‘other violator’ is anyone engaged in an unfair or deceptive commercial practice in violation of the CFA’s prohibition on such activity.” *Id.* ¶ 12. We explained that “our focus in determining applicability of the CFA is the nature of the alleged violator’s activities, not whether the violator falls into a defined statutory category.” *Id.*

¶ 17. Plaintiff interprets the line of § 2461(b) cases as authorizing a type of private attorney general that can pursue CFA violations irrespective of whether that consumer is harmed by them. She argues that she can pursue a CFA violation against any “violator,” including VAR, irrespective of whether VAR’s actions actually harmed her.

¶ 18. The main difficulty with plaintiff’s argument is that it gives the private attorney general—her—more power than the public official Attorney General. Plaintiff’s argument also ignores the requirement that the consumer must sustain damages or injury as a result of practices prohibited by § 2453.

¶ 19. It is the first difficulty, however, that primarily drives our resolution of the question before us. There is no indication that the Legislature intended that a private action be available where the Attorney General cannot pursue a public action. The private right of action was intended to supplement the public right of action, not to replace it. For this reason, we conclude that the Stedman holding applies both to public CFA suits and to private CFA suits like the one before us. We note that the United States District Court has applied Stedman in this way. See Repucci v. Lake Champagne Campground, Inc., 251 F. Supp. 2d 1235, 1241 (D. Vt. 2002); Vt. Mobile Home Owners' Ass'n v. Lapierre, 94 F. Supp. 2d 519, 526 (D. Vt. 2000). Thus, VAR cannot be found liable “absent direct participation in the unfair or deceptive acts, direct aid to the actor, or a principal/agent relationship.” Stedman, 149 Vt. at 598, 547 A.2d at 1335-36. The application of this test in private CFA cases is appropriate because it looks to “the nature of the alleged violator’s activities, not whether the violator falls into a defined statutory category.” Sawyer, 2006 VT 136, ¶ 12.

¶ 20. VAR had no direct involvement in the drafting of the contract used here and did not act as a principal with respect to plaintiff’s broker. Thus, it may only be held liable if it provided “direct aid” to the broker. In Stedman we defined “direct aid to the actor” in a way that required some direct involvement in the transaction at issue.

¶ 21. In fact, VAR’s involvement here was much less direct than that of the ski area owner in Stedman. In that case, the owner participated in a unique hidden economic relationship with the time-share seller that allowed the seller to defraud purchasers with no recourse. Here, a broker obtained a form from VAR that she could have obtained from many sources—for example, a lawyer, a form book, or a public internet source. The broker, not VAR, selected the language to propose in the contract for sale, and the consumer agreed to that language. Assuming

that the language is deceptive and that plaintiff can show damages or injury, she has a remedy against her broker under the CFA. She also may contest the validity of the provision against any broker who relies upon the allegedly-invalid terms.

¶ 22. Plaintiff points us to one decision that she argues supports her view that VAR should be liable under the CFA, FTC v. Neovi, Inc., 604 F.3d 1150 (9th Cir. 2010). We find Neovi distinguishable and unhelpful. In that case, the defendant was a firm that offered check-writing services for consumers through a website. The firm's information-gathering system lacked basic security, so that unauthorized persons could write checks on customer accounts. Over fifty percent of the amount of the checks written in the six years the company operated was fraudulent. Acting on thousands of complaints, the FTC successfully sued to shut the company down. Plaintiff argues that Neovi is like this case because Neovi "permitted consumers to be victimized, even if it was not itself part of a dishonest transaction." Of course, in Neovi, the consumers involved were the company's customers, so the company was directly involved in the fraudulent transactions. As the Ninth Circuit said, the defendant "controlled a system that facilitated fraud and . . . the company was on notice as to the high fraud rate." Allowing Neovi to escape liability on the grounds that its users, and not Neovi, created the fraudulent checks "would immunize a website operator that turned a blind eye to fraudulent business made possible only through the operator's software." Id. at 1155. Here, there is no direct relationship between plaintiff and VAR. Nor is there any claim of widespread negative impact on consumers from the VAR forms. Neither the rationale nor the result in Neovi is helpful in analyzing VAR's conduct here.

¶ 23. We can find no case law holding the operator of a web site liable because that site contains forms with contractual provisions that, if used by third parties at their election, may

cause violations of the CFA. Plaintiff points us to no such precedent. We note, however, that cases interpreting other states' statutes similar to the CFA are generally consistent with Stedman, in that other jurisdictions usually require a person or entity that is liable for a violation to have direct involvement in the fraudulent conduct that creates the violation.

¶ 24. Two decisions from Maryland appellate courts illustrate this principle. In MRA Property Management v. Armstrong, 43 A.3d 397 (Md. 2012), the plaintiffs purchased condominium units from prior owners and, in the course of the sales, received information from the condominium owners' association and the property management company on the annual maintenance costs. The cost information turned out to be understated because all of the units faced undisclosed major repair expenses due to water damage caused by improper construction. After the purchases, the new owners were required to pay a large special assessment for repairs. There was, of course, no contractual relationship between the purchasers and either the owners' association or the property management company. Nevertheless, the purchasers sued the association and the management company under Maryland's consumer protection act.

¶ 25. In analyzing whether the defendants could be held liable, the Maryland Court of Appeals drew on an earlier decision, stating “ [i]t is quite possible that a deceptive trade practice committed by someone who is not the seller would so infect the sale or offer for sale to a consumer that the law would deem the practice to have been committed ‘in’ the sale or offer for sale.” ” Id. at 397 (quoting Morris v. Osmose Wood Preserving, 667 A.2d 624, 635 (Md. 2005)). The court stated that it “is not dispositive” that a defendant is not “a direct seller.” MRA Prop. Mgmt., 43 A.3d at 412-13. The court held that the association and the management company could be held liable under Maryland's consumer protection act because “the operating budgets provided by MRA and the Association could have sufficiently implicated them in the entire

transaction so as to impose liability under the Consumer Protection Act, given that every plaintiff averred . . . that he or she would not have purchased a unit if the budget provided by MRA and the Association had disclosed the expenses necessary to correct the problems with the condominium buildings.” Id. at 413.

¶ 26. In reaching its conclusion, the court distinguished the decision of Maryland’s Special Court of Appeals in Hogan v. Maryland State Dental Association, 843 A.2d 902 (Md. Ct. Spec. App. 2004), in which dental patients who had received fillings containing mercury from their dentists sued the state dental association, and its national counterpart, under Maryland’s consumer protection act for withholding and suppressing information about the toxicity of mercury fillings. The Hogan court held that the dental associations were not merchants who could be sued under Maryland’s consumer protection act because plaintiffs did not allege that they “manufactured, sold, distributed, implanted, or otherwise participated in the sale of dental fillings in a manner that would support liability under the Act.” Id. at 906. The court did not find sufficient a general claim that the associations “took ‘an active role in controlling’ how member dentists practiced their profession.” Id.

¶ 27. Consistent with the Stedman rationale, this case is like Hogan and unlike MRA primarily because VAR had no direct involvement in the consumer transaction that allegedly violated the CFA. In various contexts under comparable statutory schemes, other courts have similarly required some direct involvement for derivative liability to attach under a consumer protection act. See, e.g., Jurgens v. Abraham, 616 F. Supp. 1381, 1386-87 (D. Mass. 1985) (holding that a real estate developer who contracted with a company to find a lender stated claims under state consumer fraud act against two lawyers, where an officer of the company absconded with plaintiff’s earnest money that was to be put in escrow, because one lawyer

“made false and misleading representations to plaintiff to induce him to enter into an agreement designed to defraud him of a substantial sum of money” and the second lawyer “directly aided [the officer] in absconding with the earnest money”); State v. Cottman Transmissions Sys., Inc., 587 A.2d 1190, 1202 (Md. Ct. Spec. App. 1991) (holding that franchisor of transmission repair shops could be held liable to customers of franchisees under state consumer protection act where franchisor required franchisees to provide unnecessary repairs, but not for instances where franchisees charged for fictitious repairs without direction from franchisor); Ramapo Brae Condo. Ass’n v. Bergen Cty. Hous. Auth., 746 A.2d 519, 530 (N.J. Super. Ct. App. Div. 2000) (holding architect of condominium development not liable to purchaser under state consumer protection act for improper construction where architect was not involved as a principal or as a retained principal in a real estate marketing venture but whose services were held out as part of what was sold); Hill v. StubHub, Inc., 727 S.E.2d 550, 561 (N.C. Ct. App. 2012) (holding that operator of an internet marketplace for purchase and sales of sports and event tickets is protected by § 230 of the Communications Decency Act, 47 U.S.C. § 230, from consumer fraud liability when third parties sell tickets at prices above those allowed by North Carolina law because the website does not “control the content posted by those third parties or take other actions which essentially ensure the creation of unlawful material”); Schmidt v. Cornerstone Invs., Inc., 795 P.2d 1143, 1151 (Wash. 1990) (holding that private investors in a commercial real estate purchase, the price of which was based on a fraudulent appraisal, could not hold the lawyer for the purchaser liable for consumer fraud because he had no contact with the appraiser and was not involved in soliciting plaintiff’s investment).

¶ 28. In sum, the trial court correctly held that “VAR’s sole connection to this case—drafting the template clauses that [plaintiff] and her buyer’s broker eventually used—cannot

support a consumer fraud claim.” For that reason, the court properly granted summary judgment to VAR.

Affirmed.

FOR THE COURT:

Associate Justice

* The website states: “TrueForms helps simplify the forms and contracts process and allows members to conduct transactions efficiently, protecting the interest of all parties.” The website also calls the forms “Approved.” While plaintiff emphasizes these representations, there is no allegation that they were seen by plaintiff. Nor is it clear that the website page is available to the public, rather than just to members.

Curtis, Christopher

From: Blake Bee <newsletters@naag.org>
Sent: Wednesday, July 31, 2019 5:17 PM
To: Curtis, Christopher
Subject: NAGTRI Center for Consumer Protection Monthly, July 2019

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Center for Consumer Protection Monthly

July 2019

Consumer Chief of the Month: Sarah A. E. Frasch, Pennsylvania



Thank you for allowing me to highlight the great work of the Pennsylvania Office of Attorney General, Bureau of Consumer Protection in this month's newsletter.

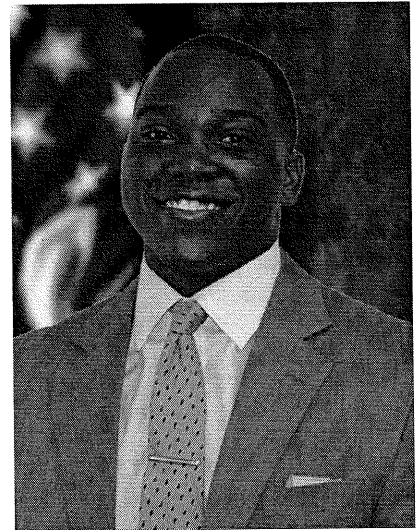
I was born in Charleston, SC and moved to the suburbs of Philadelphia, PA when I was 10, where I have resided ever since. I attended college (B.S. in Mathematics and minor in Computer Information Technology) and law school at Temple University in Philadelphia and graduated in 2006. While in law school, I interned for the Pennsylvania Office of Attorney General and found the Office to be so important to Pennsylvanians, that I knew I wanted to be a part of the team permanently upon my graduation.

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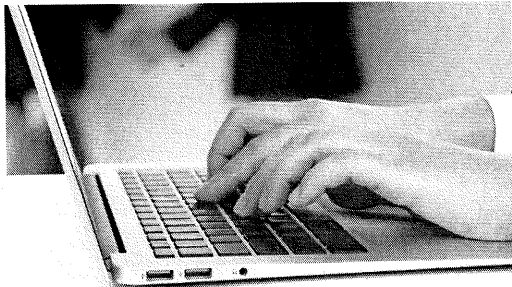
Article of the Month: The TRACED Act and What it Means for Robocall Scammers

Jomi Ogunfiditimi, Law Clerk, National Association of Attorneys
General

Let's face it, we've all been there before. You're receiving a phone call from a telephone number that you don't recognize and the caller ID displays a state you've never visited. You hesitate to answer while you quickly try to remember to whom you've given your cellphone number recently, or which prospective employer may be calling about your application. You decide to play it safe and answer the call with a curious "hello." You're greeted with a friendly "hello" in return, and for a brief moment you exhale and begin to ask with whom you're speaking. Before you can finish your sentence, you are interrupted by the voice as it begins to tell you about how you can switch to a better health insurance plan and receive a great discount. You hang up and sigh as you realize you've just received your ninth robocall of the week.



[Read More](#) ↗



Scam Alert:

[Bogus Web Development Scam Targeting Small Businesses](#)

Federal Consumer Protection News

Consumer Financial Protection Bureau:

- The CFPB issued an Advance Notice of Proposed Rulemaking (ANPR) seeking information relating to the expiration of the temporary qualified mortgage provision applicable to certain mortgage loans eligible for purchase or guarantee by the Government Sponsored Enterprises (GSEs), Fannie Mae and Freddie Mac, in the Bureau's Ability to Repay/Qualified Mortgage (ATR/QM) Rule. This provision, also known as the GSE patch, is scheduled to expire no later than Jan. 10, 2021.
- The CFPB settled its lawsuit against Freedom Debt Relief, LLC, the nation's largest debt-settlement services provider. The company agreed to pay \$20 million in restitution to affected consumers and a \$5 million civil money penalty.
- The CFPB issued an updated advisory to financial institutions urging them to report to the appropriate local, state, and federal authorities whenever they suspect that an older adult is the target or victim of financial exploitation. The CFPB also recommended that financial institutions file Suspicious Activity Reports with the federal government when they suspect elder financial exploitation.
- The CFPB released a report that found that more than one-in-four consumers with a credit report have at least one debt in collection by third-party debt collectors.

- The CFPB released a report which explores patterns of revolving and repayment of credit card accounts in the United States.

Federal Trade Commission:

- The FTC imposed a \$5 billion penalty and new privacy restrictions on Facebook for user privacy violations. FTC Commissioners Rohit Chopra and Kelly Slaughter issued dissenting statements on the Facebook settlement. The Electronic Privacy Information Center has gone to court in an attempt to intervene in the settlement.
- The FTC filed an administrative complaint against data analytics company Cambridge Analytica, and filed settlements for public comment with Cambridge Analytica's former chief executive and an app developer who worked with the company, alleging they employed deceptive tactics to harvest personal information from tens of millions of Facebook users for voter profiling and targeting.
- The FTC is seeking comment on the effectiveness of the amendments the agency made to the Children's Online Privacy Protection Rule (COPPA Rule) in 2013 and whether additional changes are needed.
- As part of its continued efforts to help make the Do Not Call (DNC) data it collects more transparent and easier for consumers to use, the FTC announced the debut of a new interactive public web page containing a wealth of information about the National DNC Registry and unwanted telemarketing robocalls.
- The FTC has stopped a student loan debt relief scheme, alleging it bilked more than \$23 million from thousands of consumers with false claims that it would service and pay down their student loans. After the FTC filed a complaint seeking to end the deceptive practices, a federal court temporarily halted the scheme and froze its assets.
- The operator of an online rewards website will be required to implement a comprehensive information security program before collecting personal information as part of a final settlement with the FTC related to allegations that he failed to take reasonable steps to protect personal data.
- The FTC and its regional partners will hold a public workshop in Atlanta on Thursday, August 15, 2019, on truth-in-advertising basics and data security compliance. Designed for business owners, advertising and marketing executives, and attorneys, *Green Lights & Red Flags: FTC Rules of the Road for Business* features a roster of experts discussing established consumer protection and antitrust principles, new developments in the law, and their practical application in today's marketplace. FTC Commissioner Rohit Chopra and Georgia Attorney General Christopher M. Carr will deliver remarks.
- The FTC reported that government imposter scams top the list of reported frauds since 2014.
- Gerber and the FTC have agreed to settle a dispute arising from a FTC complaint filed in 2014 alleging that Gerber Products Company, also doing business as Nestle Nutrition, deceptively advertised that feeding Good Start Gentle formula to infants with a family history of allergies prevents or reduces the risk that they will develop allergies, and misrepresented that its Good Start Gentle formula qualified for or received approval for a health claim from the U.S. Food and Drug Administration.

Securities and Exchange Commission:

- The SEC announced charges against Facebook Inc. for making misleading disclosures regarding the risk of misuse of Facebook user data.
- The SEC announced that its Retail Strategy Task Force will host a roundtable on October 3 on combating elder investor fraud. The roundtable will focus on the types of fraudulent and manipulative schemes currently targeting elder investors. The roundtable also will explore views from a broad range of regulators and industry experts on potential steps regulators, broker-dealers, investment advisers, and others can take to identify and combat elder investor fraud.
- The SEC filed insider trading charges against an accountant and her friend, whom she illegally tipped with confidential information in advance of her company's quarterly performance announcements in exchange for all-expense paid travel and other expensive gifts. The alleged insider trading scheme generated profits of more than \$6.2 million and was uncovered by the SEC through analysis and technology that it uses to detect suspicious trading activity.
- The SEC instituted two related enforcement actions against Nomura Securities International Inc., which has agreed to repay approximately \$25 million to customers for its failure to adequately supervise traders in mortgage-backed securities.

In other federal news:

- U.S. Treasury Secretary Steven Mnuchin expressed concerns about Facebook's proposed digital currency.
- Global consumer goods conglomerate Reckitt Benckiser Group plc (RB Group) has agreed to pay \$1.4 billion to resolve its potential criminal and civil liability related to a federal investigation of the marketing of the opioid addiction treatment drug Suboxone. The resolution, the largest recovery by the United States in a case concerning an opioid drug, includes the forfeiture of proceeds totaling \$647 million, civil settlements with the federal government and the states totaling \$700 million, and an administrative resolution with the FTC for \$50 million.
- CFTC issued, "There's Nothing to Like about Scammers on Social Media," a Customer Protection Advisory that warns customers to beware of and avoid unregistered brokers and advisers, as well as fake testimonials and so-called trading experts on social media platforms.
- The Department of Justice announced that a former East Greenwich, Rhode Island, businesswoman Monique N. Brady, 44, whose company, MNB, specialized in preserving the condition of foreclosed homes for resale, admitted to utilizing her business and business contacts, often times family members, friends, and business associates, to operate a \$10.3 million dollar Ponzi scheme.
- The Department of Justice announced that two Mississippi men pleaded guilty for their roles in a long-running odometer tampering scheme.

Attorney General Consumer Protection News and Other Items of Interest

Fifty attorneys general, the CFPB, and the FTC reached a \$600 settlement with Equifax as a result of the 2017 Equifax data breach.

Thirty-seven attorneys general sent a letter to the Food and Drug Administration in response to their request for comments regarding "Scientific Data and Information About Products Containing Cannabis or Cannabis-Derived Compounds." The letter urges federal cooperation with states to protect consumers. It also expresses concern some companies may use false advertising and unsubstantiated claims to mislead consumers into buying cannabis products.

Thirty-three attorneys general have reached an agreement in principle to settle allegations that pharmaceutical manufacturer Reckitt Benckiser Group (Reckitt) improperly marketed and promoted the drug Suboxone, resulting in improper expenditures of state Medicaid funds. Suboxone contains a combination of buprenorphine (an opioid) and naloxone (blocks the effects of opioid medication, including pain relief and feelings of well-being that can lead to opioid abuse). The drug was approved to suppress opioid withdrawal symptoms as part of a complete withdrawal treatment plan that would include counseling and psychosocial support.

Thirty attorneys general entered into a \$10 million settlement with Premera Blue Cross for failing to secure sensitive consumer data and for misleading consumers before and after a data breach affecting millions across the country.

Twenty-five attorneys general opposed any effort by the CFPB to roll back or limit its Overdraft Rule.

Arizona Attorney General Mark Brnovich filed an Arizona Consumer Fraud Act lawsuit against three former executives of opioid manufacturer Insys Therapeutics Inc., which is based in Chandler. The lawsuit alleges that the three named defendants, including the founder of the company, engaged in a fraudulent marketing scheme designed to increase the sales of Insys's flagship drug, Subsys, a highly addictive opioid prescription drug that contains fentanyl.

Arkansas Attorney General Leslie Rutledge obtained a judgment valued at more than \$600,000 against The Resort Place LLC and owners Jay Allen Edmonson and Dora Ann Edmonson. Based on allegations in the complaint, The Resort Place failed to book pre-paid vacation and used consumers' credit card information to pay for other consumers' vacations.

Delaware Attorney General Kathy Jennings announced that the Department of Justice's Consumer Protection Unit has reached a settlement with two California-based companies requiring them to stop advertising and selling mortgage loan modification and debt relief services in Delaware and to provide restitution to Delaware consumers.

District of Columbia Attorney General Karl A. Racine filed a lawsuit against Marriott International, Inc., a multinational hotel company, for allegedly hiding the true price of hotel rooms from consumers and charging hidden resort fees to increase profits.

Florida Attorney General Ashley Moody issued a Consumer Alert with tips to help consumers identify, avoid and report online tech support scams.

Indiana Attorney General Curtis Hill asked Hoosiers to watch for car dealers posing as private sellers on Craigslist and to alert the Office of the Attorney General when they come across such listings.

Iowa Attorney General Tom Miller announced that a Florida man accused of operating a "pure pyramid scheme" and taking more than \$51,000 from older Iowans must make refunds to the victims and stop his solicitations under a settlement with the Iowa Attorney General's Office.

Kansas Attorney General Derek Schmidt announced that the attorney general's Consumer Protection Division recovered more than \$16 million for Kansas consumers and taxpayers last year.

Massachusetts Attorney General Maura Healey announced that the for-profit education company Salter College and its parent, Premier Education Group, will provide over \$1.6 million in debt relief to resolve allegations that the company did not provide its students with critical information on program job placement, loan repayment and graduation rates as required by state law.

Missouri Attorney General Eric Schmitt announced his office filed a lawsuit against Apex Contracting & Roofing, a roofing company in Cass County, Missouri and its owner Jason Stewart. The lawsuit was brought as a result of multiple complaints filed by Missouri consumers. The lawsuit alleges that Apex and Stewart violated the Missouri Merchandising Practices Act by requiring consumers to pay certain amounts of money prior to beginning work, promising substantive completion by certain dates, and failing to provide the promised roofing and construction services in sufficient quality or on time.

Nebraska Attorney General Doug Peterson filed a lawsuit against Hilton, a multinational hotel company, for allegedly hiding the true price of hotel rooms from consumers and charging hidden resort fees to increase profits. The Attorney General alleges that Hilton's deceptive and misleading pricing practices and failure to disclose fees harmed consumers and violated Nebraska's consumer protection laws.

New Jersey Attorney General Gurbir S. Grewal and the New Jersey Bureau of Securities within the Division of Consumer Affairs announced that the State has filed a three-count lawsuit against Pocketinns, Inc., a Princeton-based blockchain-driven online rental marketplace, and its president Sarvajnya G. Mada. The lawsuit alleges that Pocketinns and Mada offered and sold more than \$400,000 of unregistered securities from New Jersey in the form of a cryptocurrency called "PINNS Tokens."

New York Attorney General Letitia James announced a settlement resolving a lawsuit against TicketNetwork, Inc., Ticket Galaxy, and their owner Donald Vaccaro for tricking tens of thousands of unsuspecting customers into purchasing tickets to concerts, shows, and other live events that the sellers did not actually own. In other New York news, General James announced a settlement banning Buffalo-based debt collection kingpin Douglas MacKinnon, and his companies Northern Resolution Group, LLC and Enhanced Acquisitions, LLC, as well as Mark Gray and his company Delray Capital, LLC, from the debt collection industry, and requiring defendants to pay more than \$66 million in restitution and penalties. MacKinnon, Gray, and their companies routinely inflated debts to try to collect more than consumers were legally obligated to pay. Collection offices working at the behest of MacKinnon and Gray used a variety of illegal tactics to obtain payments, such as threatening consumers with arrest. Additionally, General James and the FTC announced court orders stopping a scheme to distribute and collect on millions of dollars in "phantom debts," fake debts that consumers did not owe.

North Carolina Attorney General Josh Stein was granted a default judgment against Utah-based event production companies Lantern Fest Productions and Sack Lunch Productions in a lawsuit he filed last year alleging unfair and deceptive business practices.

Ohio Attorney General Dave Yost announced the launch of a new online tool to help Ohioans gauge the reputations of businesses and steer clear of those with problematic pasts. In other Ohio news, General Yost announced a consumer protection lawsuit against a central Ohio concrete contractor accused of performing shoddy work and failing to complete home improvement projects. Additionally, General Yost and the FTC worked together to shut down a telemarketing scheme.

Pennsylvania Attorney General Josh Shapiro announced a settlement with Think Finance, a national online payday lender, and an associated private equity firm for allegedly engineering a \$133 million illegal online payday loan scheme that targeted as many as 80,000 Pennsylvania consumers.

West Virginia Attorney General Patrick Morrisey won a \$76,000 judgment that also orders a home improvement contractor cease any work as a contractor. The court determined Thomas Plumbing Heating & Air Conditioning; its operator, Oscar Thomas; and his wife and fellow participant, April Thomas; each repeatedly and willfully violated the state's consumer protection laws.

A data breach of Capital One may have affected the personal information of 106 million Capital One credit card holders or credit card applicants in the U.S. and Canada. Attorneys General of Connecticut, Illinois, and New York announced investigations into the Capital One data breach.

AT&T, Sprint, T-Mobile, and Verizon are working to curtail robocalls on their platforms.

Newly released federal data showed 76 billion opioids were distributed between 2006 and 2012.

Former Connecticut Attorney General George Jepson contends that the opioid "negotiation class action" under consideration in a Cleveland, Ohio court should be rejected, while others claim the proposed negotiating class would be beneficial to communities nationwide.

Charities

California Attorney General Xavier Becerra provided a list of guidelines to Californians who choose to donate to charities through online charitable fundraising platforms.

Legislation

New York Governor Andrew Cuomo signed into law the Stop Hacks and Improve Electronic Data Security Act. This consumer privacy policy updates New York's laws governing notification requirements, consumer data protection obligations, and broadens the Attorney General's oversight regarding data breaches impacting New Yorkers.

The U.S. House of Representatives passed the Stopping Bad Robocalls Act targeted at protecting consumers from illegal robocalls.

Truth in Advertising posted a breakdown of false advertising laws by state.

Veterans and Military News

California Attorney General Xavier Becerra and San Diego District Attorney Summer Stephan announced the arrest of Paul Flanagan, Ranjit Kalsi, and Gregory Lee Martin for operating a tax fraud and identity theft scheme targeting military service members in San Diego County. The defendants allegedly unlawfully deceived service members into

signing up and paying for unwanted life insurance policies and annuity contracts. The scheme cost service members approximately \$4.8 million.

Connecticut Attorney General William Tong, Connecticut Department of Veterans Affairs Commissioner Thomas Saadi, and Connecticut Department of Consumer Protection Commissioner Michelle H. Seagull marked Military Consumer Protection Month by drawing attention to key laws helping to reduce financial pressures on servicemembers while deployed.

Florida Attorney General Ashley Moody released her new Military Consumer Protection Guide which is full of information about common scams targeting military members, veterans, and their families.

Nevada Attorney General Aaron D. Ford urged members of the military and their families to take steps to protect their financial assets. Members of Nevada's military, veterans, and their families are encouraged to take advantage of the free legal assistance and services provided by the Attorney General's Office of Military Legal Assistance.

The BBB released a report on marketplace challenges affecting the military community.

The CFPB discussed five myths in the military community about personal finance.

The FCC seeks comment on proposed \$100 million connected care pilot program. The three-year pilot program will bring telehealth services to low-income patients, veterans, and areas lacking adequate health care.

The New York Times reported on military romance scams.

Upcoming Events

NAGTRI Consumer Protection Partner Webinar Series: An Introduction by the CFPB Ombudsman's Office
August 7, 2019, 2:00 pm ET - 3:00 pm ET

This webinar covers three areas, including:

- An overview of the CFPB Ombudsman Office's and how this office may be a resource to you;
- A discussion about the Ombudsman Office's work over time that may be of interest in areas such as, ex parte communications and legal disclaimers; and
- A discussion of the office's current work.

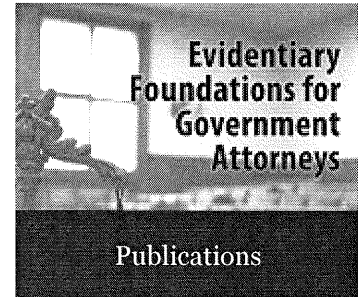
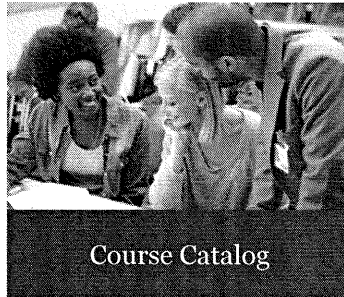
Registration is open! [Register here](#)

2019 NAAG/NASCO Conference
October 16-18, 2019, Nashville, Tennessee

This year's NAAG/NASCO Conference will be held in Nashville, Tennessee at the William R. Snodgrass Tower, located at 312 Rosa L Parks Ave., Nashville, TN 37219, starting the morning of October 16 and ending early afternoon on October 18, 2019. A room block with a special group rate has been secured at the DoubleTree by Hilton Nashville Downtown. This conference is the only annual event at which state charity regulators and nonprofit organizations and their attorneys and accountants have the opportunity to meet, hear about, and discuss issues of interest to the charities community. **From approximately noon on Thursday and until the end of the conference on Friday, sessions are open to the public and provide an opportunity for representatives of the nonprofit sector to meet and participate in discussions with state regulators.** The public sessions aim to address pressing and relevant issues regarding the nonprofit sector. Wednesday and Thursday morning's sessions are for regulators only, providing significant opportunity for charity regulators to discuss the latest topics and learn from each other. An agenda for the public sessions will be made available closer to the conference dates.

We hope you will be there! [Click here](#) for more information.

Blake Bee, Program Counsel for the Center for Consumer Protection, is the editor of *Center for Consumer Protection Monthly*, a compendium of information that may be of interest to the attorney general community and others interested in consumer protection. Neither the National Association of Attorneys General (NAAG) nor the National Attorneys General Training & Research Institute expresses a view as to the accuracy of the matters, nor as to the position expounded by the authors of the hyperlinked materials. Any use and/or copies of this newsletter in whole or part must include the customary bibliographic citation. NAAG retains copyright and all other intellectual property rights in the material presented in this publication. For content submissions or to contact the editor directly, please email bbee@naag.org or call (202) 326-6263.



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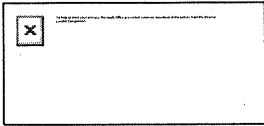
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Abrams, Jill

From: Competition Law360 <news-alt@law360.com>
Sent: Thursday, December 24, 2015 3:39 AM
To: Abrams, Jill
Subject: The Biggest Competition Cases Of 2015



COMPETITION

Thursday, December 24, 2015



TOP NEWS

Staples Blasts FTC's Blocking Of \$6.3B Office Depot Merger

Staples said Tuesday that the Federal Trade Commission's attempts to block its \$6.3 billion merger with rival Office Depot are a "misguided application of antitrust laws," according to documents filed in District of Columbia federal court.

Heir-Finder Co. Pleads Guilty In Criminal Antitrust Row

A California company that tracks down lost and unknown heirs, and the company's president and CEO, have pled guilty in Illinois federal court to criminal charges that they conspired to eliminate competition in the heir location services industry, federal authorities announced Wednesday.

Actavis Says Namenda Product-Hopping Suit Has No Hop

Pharmaceutical companies Actavis and Merz told a New York federal court Tuesday they cannot be sued for "product hopping" the Alzheimer's treatment Namenda, because the drug's original version was never pulled off the market and a generic has since been released.

MLB Says Scouts Can't Get Around Antitrust Exemption

Major League Baseball and its teams have urged a New York federal judge to throw out antitrust claims brought by baseball scouts over alleged wage suppression, arguing in a newly public filing that MLB scouting is part of the "business of baseball" and therefore isn't subject to antitrust law.

Brazil Probes \$8.9B Bid-Rigging Plot For Petrobras Deals

Brazil's antitrust enforcer on Tuesday said that it has initiated an investigation into whether up to 21 companies and 59 individuals participated in an alleged bid-rigging cartel for service contracts for state-run Petroleo Brasileiro SA worth approximately 35 billion reals (\$8.9 billion).

ANALYSIS

The Biggest Competition Cases Of 2015

In 2015, federal regulators and U.S. courts weighed in on several key antitrust issues, including pay-for-delay schemes, product-hopping, creeping

New Cases

Antitrust (3)

LAW FIRMS

Alston & Bird
Armstrong Teasdale
Arnold & Porter
Baker & McKenzie
Ballard Spahr
Berger & Montague
Boies Schiller
BuckleySandler
Cadwalader Wickersham
Caplin & Drysdale
Clark Hill
Cleary Gottlieb
Clifford Chance
Cohen Milstein
Cohn Lifland
Consovoy McCarthy
Coppersmith Brockelman
Covington & Burling
Cravath Swaine
Davis Polk
Day Pitney
Debevoise & Plimpton
Dechert
Dewey & LeBoeuf
Duane Morris
Foley & Lardner
Fox Rothschild

consolidation in the food industry and compensation for college athletes. Here, Law360 looks back at the most significant rulings from the past year.

MERGER REVIEW

Charter Touts \$2.5B Investment Planned If FCC OKs Merger

Charter Communications representatives touted the investment and build-out opportunities its merger with Time Warner Cable and Bright House Networks will bring in a recent conversation with Federal Communications Commission staff, according to a filing made public Wednesday.

ENFORCEMENT

Judge Refuses To Toss Ex-Army Officer's Guilty Plea

A Utah federal judge on Tuesday rejected a former U.S. Army officer's bid to set aside his guilty plea in a bribery scheme to win \$54 million in government contracts in Afghanistan, saying there's no evidence to support his claim of innocence.

LITIGATION

Trade Groups Back Warner Chilcott In 3rd Circ. Doryx Row

Generic drugmaker Warner Chilcott PLC received ample support from various industry groups and professors Monday in its efforts to persuade the Third Circuit to reject Mylan Pharmaceuticals Inc.'s bid to revive its suit alleging that Warner Chilcott tried to block generic competition for its acne medication Doryx by tweaking the formula.

Cox Renews High Court Bid To Overturn Cable Box Decision

Cox Communications Inc. has again asked the U.S. Supreme Court to intervene in a suit brought by a class of customers over tethering subscriptions to cable box rentals, saying a lower court's decision wrongfully weakened the Federal Arbitration Act.

Ariz. Utility Can't Withhold Usage Data In Antitrust Suit

A public utility accused by rooftop solar developer SolarCity of maintaining an electricity sales monopoly will have to turn over data about customer electricity usage after an Arizona federal judge ruled Tuesday that the information was relevant to the case.

Valeant Faces Contact Lens Antitrust Class Action

A lens manufacturer filed a proposed class action in New Jersey federal court Tuesday over Valeant Pharmaceuticals International Inc.'s May acquisition of its sole competitor in the market for a material used in specialty contact lenses, saying the company is using its monopoly to inflate prices.

49ers, Ticketmaster Look To Escape Ticket Antitrust Suit

The San Francisco 49ers and Ticketmaster on Wednesday asked a California federal court to put an end to a putative class action by a season ticket holder who claims a restriction requiring tickets to be printed out within 72 hours of 49ers' games harms competition in the secondary ticket market.

Animators, Studios Reach Anti-Poach Docs Discovery Deal

A putative class of animators accusing several Hollywood studios of illegally agreeing to not poach each other's workers withdrew Tuesday its bid to force

Freshfields
Fried Frank
Gardere Wynne Sewell
Garwin Gerstein
Gibson Dunn
Greenberg Traurig
Gunderson Dettmer
Hagens Berman
Hausfeld
Hill Wallack
Hirschler Fleischer
Holwell Shuster
Hueston Hennigan
Husch Blackwell
Hyde & Swigart
Irell & Manella
Jenner & Block
Jones Day
Kanner & Whiteley
Kazerouni Law Group
Keker & Van Nest
Kirkland & Ellis
Korein Tillery
Latham & Watkins
Lite DePalma
Lowenstein Sandler
Massey & Gail
McDermott Will
Milbank Tweed
Morgan & Morgan
Morgan Lewis
Munger Tolles
Nossaman LLP
O'Melveny & Myers
Obermayer Rebmann
Patterson Belknap
Paul Weiss
Pepper Hamilton
Proskauer Rose
Quinn Emanuel
Reed Smith
Robbins Geller
Ropes & Gray
Rose Klein & Marias
Rothschild Barry
Russ August

Pixar and Lucasfilm to produce documents from a related antitrust case that settled in March, saying an agreement has been reached in the discovery dispute.

Generic Paxil Flap Ends Without Explanation

Litigation over generic Paxil sales ended Tuesday, when the embroiled drugmakers quietly agreed to drop the New Jersey federal suit accusing GlaxoSmithKline LLC of breaching an exclusivity agreement with Mylan by allowing Apotex to sell generics of the antidepressant in resolving an antitrust dispute.

New Jersey's EMS Takeover Law Jettisoned

A New Jersey judge has ruled that a new law allowing hospitals with comprehensive trauma centers to exclusively take over ambulance services in their host towns is unconstitutional and excludes lower-tier but equally capable facilities, findings the state plans to fight.

EXPERT ANALYSIS

High Court Dives Into The Restraint Of Untainted Assets

In the U.S. Supreme Court's prior decisions on restraint of funds needed to pay for counsel, the court has strictly dealt with tainted assets — assets that all parties agreed were traceable to a criminal offense. In *Luis v. U.S.*, however, the question is whether the Constitution bars pretrial restraint of untainted assets that are needed to pay for defense counsel. At oral argument, both sides faced deeply skeptical questions, say Daniel Wenner and John Cerreta of Day Pitney LLP.

3 Things To Expect From Legal Tech In The New Year

While legal technology has advanced considerably in recent years, hold onto your hats. In 2016, tech innovations are only going to accelerate and further disrupt the legal space — for better or worse, say Drew Stern and Scott Stuart, co-founders of virtual document review platform Esquify Inc.

LEGAL INDUSTRY

10 Associates On The Secret Of Success

Success may seem elusive to many inexperienced attorneys. Associates struggle with getting better at practicing the law while also trying to impress the partners at their firms and their clients. Law360 reached out to associates and asked them to share their secrets.

3 Firms That Helped Shape BigLaw In 2015

From setting industry standards to serving up warning lessons, a handful of law firms played significant roles in helping shape the larger legal landscape of 2015. Here, Law360 takes a look at three firms that changed the market this year.

Departing Troutman Chair Always Bet On The Long Game

Departing Troutman Sanders LLP Chairman Bob Webb Jr., who has helmed the firm for more than two decades, spent nearly half that time quietly and methodically preparing to hand over the leadership reins. Here, Law360 looks at how his inclination for long-term strategizing spurred a succession plan rarely seen in the industry as well as the firm's global growth.

5 GCs Who Faced The Heat Of The Spotlight In 2015

Schiff Hardin
Schneider Wallace
Schulte Roth
Shearman & Sterling
Simpson Thacher
Skadden
Steptoe & Johnson LLP
Sugar Felsenthal
Sughrue Mion
Sullivan & Cromwell
Susman Godfrey
Sutherland Asbill
Tensegrity Law Group
Troutman Sanders
Turner Padgett
Warner Angle
Weil Gotshal
WhatleyKallas
White & Case
Wiley Rein
Willkie Farr
WilmerHale
Wilson Sonsini
Womble Carlyle

COMPANIES

Actavis PLC
Airbnb Inc.
Allergan PLC
Altman Weil Inc.
Amazon.com Inc.
American College of Surgeons Inc.
American Express Company
Apotex Inc.
Apple Inc.
BTI Consulting Group Inc.
Baltimore Orioles
Bausch & Lomb
Bio-Rad Laboratories, Inc.
BlackRock
Bright House Networks LLC
Charter Communications Inc.
Collegiate Licensing Co.
Colorado Rockies
CoreLogic Inc.
Cox Communications Inc.

General counsels want to leave their legal affairs at the office, but some of them weren't so lucky in 2015, whether they sued their employers, faced charges or took the fall for company malfeasance. Here are the GCs who spent some unwanted time in court this year.

Wiley Rein's Namesake Partners To Retire From Board

Wiley Rein LLP's namesake partners, Richard Wiley and Bert Rein, will effectively retire from their roles managing the firm at the start of the new year, Wiley Rein announced Wednesday.


Calif. Gov. Names 14 Judges, Including Nossaman Partner

California Gov. Jerry Brown on Wednesday tapped 14 judges and attorneys, including partners of Nossaman LLP and Sughrue Mion PLLC, to fill vacancies in California's intermediate appeals court as well as trial courts in Los Angeles, San Francisco, San Diego and elsewhere.

Calif. Boutique Firm Hands Out Above-Average Bonuses

A young white collar and securities litigation boutique in California has reportedly joined the growing list of smaller or specialized law firms that decided to reward their associates with better bonuses than many of their peers are seeing in BigLaw.

Simpson Thacher Wins 2nd Chance For Man On Death Row

 A man who was sentenced to death 22 years ago for the murder of two women has had his conviction overturned by the Missouri Supreme Court after a Simpson Thacher & Bartlett LLP pro bono team was able to convince the court he was beaten into a confession.

New York To Update Rules On In-Court Cameras

New York's state courts are set to adopt updated rules on the use of cameras during proceedings, with an administrative board announcing on Tuesday that it is backing changes to remedy "antiquated" and possibly confusing court regulations that have been in place for two decades.

Law360 Closed For The Holidays

The offices of Law360 will be closed from Thursday, Dec. 24, to Friday, Jan. 1, for the holidays. Publication of news articles and newsletter delivery will resume Monday, Jan. 4.

JOBS

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Electrolux AB
Electronic Arts Inc.
Fenway Partners LLC
Forest Laboratories Inc.
General Electric Company
General Motors
GlaxoSmithKline
Golden State Warriors
Google Inc.
International Business Machines Corporation
Kansas City Royals
LinkedIn Corp.
Lucasfilm Ltd.
Major League Baseball Inc.
Mayne Pharma Group Ltd.
Monsanto Company
Mylan NV
NFL Enterprises LLC
National Association of Manufacturers
National Collegiate Athletic Association
Nutraceutical International Corp.
Oakland Athletics
Office Depot Inc.
OfficeMax Incorporated
Petrobras
PhRMA
SYSCO Corporation
Salt River Project
San Francisco 49ers
Simon & Schuster Inc.
SolarCity Corp.
Sony Pictures Entertainment Inc.
Staples, Inc.
StubHub Inc.
T-Mobile USA Inc.
Target Corporation
Teva Pharmaceutical Industries Limited
The Legal Aid Society
Ticketmaster Entertainment, Inc.
Time Warner Cable
Turing Pharmaceuticals AG

U.S. Foods Inc.
Valeant Pharmaceuticals
International
Virtua Health Inc.
W.B. Mason Co. Inc.
Wal-Mart Stores Inc.
Warner Chilcott Limited
Waste Management, Inc.
Zeughauser Group LLC

GOVERNMENT AGENCIES
Federal Bureau of Investigation
Federal Communications
Commission
Federal Trade Commission
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Securities and Exchange
Commission
U.S. Army
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No. 15-565

**In the
Supreme Court of the United States**

APPLE INC.,

Petitioner,

v.

UNITED STATES OF AMERICA, ET AL.

Respondents.

ON PETITION FOR WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

**BRIEF OF ECONOMISTS AS AMICI CURIAE
IN SUPPORT OF PETITIONER**

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TABLE OF AUTHORITIES

	Page(s)
CASES	
<i>Broadcast Music, Inc. v. Columbia Broadcasting System, Inc.</i> , 441 U.S. 1 (1979)	12, 13
<i>Business Electronics Corp. v. Sharp Electronics Corp.</i> , 485 U.S. 717 (1988)	6, 20
<i>Continental T.V., Inc. v. GTE Sylvania, Inc.</i> , 433 U.S. 36 (1977)	2, 5, 7
<i>Eastman Kodak Co. v. Image Technical Services, Inc.</i> , 504 U.S. 451 (1992)	3
<i>Leegin Creative Leather Products, Inc. v. PSKS, Inc.</i> , 551 U.S. 877 (2007)	3, 5, 6, 19, 20
<i>MM Steel, L.P. v. JSW Steel (USA) Inc.</i> , No. 14-20267, 2015 U.S. App. LEXIS 20520 (5th Cir. Nov. 25, 2015)	12
<i>Monsanto Co. v. Spray-Rite Service Corp.</i> , 465 U.S. 752 (1984)	5, 9
<i>Northwest Wholesale Stationers, Inc. v. Pacific Stationery & Printing Co.</i> , 472 U.S. 284 (1985)	12
<i>State Oil Co. v. Khan</i> , 522 U.S. 3 (1997)	2, 3, 6

TABLE OF AUTHORITIES

	Page(s)
Øystein Foros, Hans Jarle Kind & Greg Shaffer, <i>Turning the Page on Business Formats for Digital Platforms: Does Apple's Agency Model Soften Competition</i> (Aug. 29, 2013), http://ssrn.com/abstract=2317715	14
Germain Gaudin & Alexander White, <i>On the Antitrust Economics of the Electronics Book Industry</i> (Sept. 24, 2014), http://ssrn.com/abstract=2352495	14, 15
Justin P. Johnson, <i>The Agency and Wholesale Models in Electronic Content Markets</i> (Mar. 15, 2013), http://ssrn.com/abstract=2126808	4, 14, 15
Timothy W. McGuire & Richard Staelin, <i>An Industry Equilibrium Analysis of Downstream Vertical Integration</i> , 2 <i>Marketing Science</i> 161 (1983)	14

consumers even if it results in short term price increases. There is no general answer to whether an agency model leads to higher equilibrium pricing or in a broader sense is beneficial or harmful to competition. *Amici* believe that agency structures are most often not anticompetitive, but sometimes may be. And here the economic issues are particularly complex because of Amazon's pricing of e-books below their acquisition costs and the publishers' well-known frustration with that. Apple would have rationally advanced proposals to address the publishers' concerns in order to induce publishers to participate on its platform.

The courts below did not grapple with any of this complexity. They accepted the government's argument that one should apply antitrust law's *per se* rule to Apple's proposals and agreements with e-books publishers. *Amici* submit this was error. At the least, all should be able to agree that Apple's contracting with the publishers does not fit in the category of business conduct that economic analysis or judicial experience suggests is invariably or clearly anticompetitive. See *State Oil Co. v. Khan*, 522 U.S. 3, 10 (1997). The rule of reason is the proper analytical framework for addressing this case.

First, the rule of reason applies because the structure and impact of the principal Apple conduct at issue—proposing and securing agency agreements with e-book publishers—are plainly vertical. Since *Continental T.V., Inc. v. GTE Sylvania, Inc.*, 433 U.S. 36 (1977), this Court's decisions have consistently applied the rule of reason to vertical arrangements in recognition that such arrangements typically have efficiency justifications and context-dependent competitive effects. See *id.* at 51, 57-59 (territorial

resellers such as StubHub, by eBay, and even by Amazon in connection with its Amazon Marketplace. The salient feature of the model is that the downstream platforms delegate retail pricing decisions to the upstream content or merchandise providers. Economic analysis suggests that such delegation has price effects because suppliers have different economic incentives than retailers. But this implies that “moving to the agency model shifts the retail competition in the market from being inter-retailer to inter-supplier.” Justin P. Johnson, *The Agency and Wholesale Models in Electronic Content Markets* (Mar. 15, 2013), <http://ssrn.com/abstract=2126808>. That is not necessarily harmful to consumers, and could in fact be procompetitive. *Id.* It is also economically incorrect to treat a proposal to delegate pricing to the content owners as price-fixing, and thus *per se* illegal. The higher retail e-books prices that publishers might set under the agency model are neither literally nor in substance fixed prices.

Thus, from the economic perspective, determining whether Apple’s conduct in proposing and advocating for the agency model was anticompetitive requires an assessment of actual market effects in the particular circumstances of Apple’s entry. One might argue that proposing the new model was the most competitive move Apple could make under the circumstances, maximizing the likelihood of a successful entry and increasing industry output. One could argue (as Judge Jacobs argued in dissent) that it was the only feasible move Apple could make. And yet, one might also make the government’s argument that the purpose and effect of Apple’s conduct was to facilitate upstream collusion, leading to higher prices and lower output.

“would create an irrational dislocation in the market” to punish discussions of competitively sensitive issues. Apple’s efforts to sell the agency model by telling the publishers it would address a well-understood complaint they had with Amazon’s e-books pricing strategy is not inherently anticompetitive behavior that antitrust law should condemn under the *per se* rule.

As for the potential of the agency model to facilitate publisher-level collusion, that is itself a complex question. The immediate effect of the model is to put the decision-making power concerning retail prices in the hands of the publishers, in this case subject to a price cap. What the publishers do with that power depends on the dynamics of inter-publisher competition, the transfer terms with the distributors (e.g., the commission rate), and other market-specific factors. Facilitating collusion on higher prices is just one possibility, not any greater than posed by resale price maintenance, in which the retailer also charges prices set by its supplier. And therefore it is difficult to understand why *Leegin* and *Khan* did not control, as both cases recognized the potential for vertical price restraints to facilitate horizontal collusion—and yet required rule of reason analysis. *Leegin*, 551 U.S. at 892-93; *Khan*, 522 U.S. at 17-18. Furthermore, in modern antitrust analysis, vertical restraints are condemned principally because of horizontal effects—or not at all. See Jonathan B. Baker, *Vertical Restraints With Horizontal Consequences: Competitive Effects of “Most-Favored-Customer” Clauses*, 64 *Antitrust L.J.* 517 (1996). Since “all anticompetitive effects are by definition horizontal effects,” *Business Elecs. Corp. v. Sharp Elecs. Corp.*,

of reason analysis would turn out, but *not* to whether that is the proper analytical construct.

The e-books market as Apple found it. This is a case about new entry into an established and highly concentrated market. In 2009, Apple had developed and was getting ready to launch the iPad, which among its many other attributes allows one to read e-books. App. 140a. Apple decided it wanted to sell e-books in what would become the iBookstore. App. 142a. Apple thus assessed the market for retail e-books distribution.

That market was one in which e-books publishers sold their content to retailers under a traditional wholesale model “where a publisher receives its designated wholesale price for each e-book and the retailer sets the retail price.” App. 128a. There was only one e-books retailer of strategic importance: Amazon, whose e-books market share was on the order of 90%.

Amazon’s loss-leader pricing. Amazon had adopted a business strategy of selling most high-demand e-books for \$9.99, which was often several dollars below the wholesale price. Amazon could rationally do this because e-books created “pull” for Amazon’s vastly larger e-commerce business and facilitated Kindle sales. Apple had to deal with that loss leader pricing.

The publishers’ known frustration with Amazon’s pricing. When surveying the e-books market, Apple found numerous public indications that publishers were frustrated by the fact that Amazon was selling their books below cost. The fact of this frustration is undisputed. There is an entire section of the District Court decision on “Publishers’ Discontent with the

your product as your agent for your account. In exchange for acting as your agent [iBookstore] would get a 30% commission for each transaction.”). The District Court found that “Agency would give the Publishers the control over e-book pricing that they desired.” App. 150a. That said, Apple insisted on price caps to restrain “unrealistically high prices.” *Id.* Since the price caps were significantly higher than Amazon’s current pricing, and the publishers disdain for that pricing was well-known, the courts below reasonably assumed that Apple understood and, within limits, would accept retail prices higher than Amazon’s.

Apple also proposed an MFN clause that required each publisher to price its offerings at the iBookstore no higher than the price offered by any other e-book retailer. While MFN provisions are common, the United States and the courts below maintained that the purpose and effect of these MFNs was to force the publishers to adopt the agency model for e-books generally.

Apple’s efforts to convince publishers to adopt the agency model. The government’s *per se* arguments are less about the *agreements* Apple reached with publishers than the *communications* about higher retail prices that occurred as Apple proposed and urged adoption of the agency model. In particular, Apple “bluntly” told the publishers that the agency model “was ‘the best chance for publishers to challenge the 9.99 price point.’” App. 161a. Apple also tried to rally the publishers to support the agency model *as a group*, believing that for its entry to succeed it needed “agreements in place with a core group of Publishers.” App. 127a. Thus in a series of bilateral emails, telephone calls and meetings, Apple sold the industry

ARGUMENT

I. Proposing And Securing An Alternative Vertical Contracting Structure Should Never Be *Per Se* Illegal

Apple has briefed the core point that the rule of reason should apply because this case concerns vertical restraints. *Amici* agree that it is important for there to be a bright line understanding that restraints that are substantively vertical are *always* subject to the rule of reason, and that the *per se* rule should apply only to entirely horizontal agreements plus, at most, hybrid agreements where the vertical contribution is a sham. This would mirror the approach this Court has taken to other kinds of efficiency-producing conduct such as joint music licensing and joint ventures, which are subject to the rule of reason unless they are shams. See *Broadcast Music, Inc. v. Columbia Broad. Sys., Inc.*, 441 U.S. 1, 20 (1979) (applying the rule of reason because an ASCAP or BMI blanket license was not a “naked [restraint] of trade with no purpose except stifling of competition” (alteration in original) (citation omitted)); *Timken Roller Bearing Co. v. United States*, 341 U.S. 593, 597-98 (1951) (applying the *per se* rule to an ostensible joint venture that was in reality a naked agreement to divide territories and fix prices). The Court’s group boycott cases show a similar pattern: naked group boycotts are *per se* illegal, see, e.g., *United States v. General Motors Corp.*, 384 U.S. 127, 145-46 (1966), exclusion from efficiency-producing collaborations is assessed under the rule of reason. See, e.g., *Northwest Wholesale Stationers, Inc. v. Pacific Stationery & Printing Co.*, 472 U.S. 284, 295-96 (1985); see also *MM Steel, L.P. v. JSW Steel (USA) Inc.*, No. 14-20267, 2015 U.S. App. LEXIS 20520, at *28 (5th Cir.

delegation” to agents,⁴ and results from this first generation of models indicate that agency arrangements can often benefit downstream consumers by lowering retail prices to end users, if not immediately, then in the long run.⁵ Even if retail prices would be higher in some cases in both the short and long run, agency structures can still benefit downstream consumers by stimulating the upstream content providers to invest more in content quality, variety, and so on.

The particular characteristics of the affected market are important in these analyses. Johnson, for example, gives particular attention to the role of platform lock-in and the possibility that initial low e-book prices are about locking consumers in to particular hardware (such as a Kindle), setting the stage for higher prices (“harvesting”) in the future. The upstream content providers do not share the incumbent platform’s incentives to subsidize early consumption, and so, in the transition to the agency model, may initially raise prices. But future retail

⁴ See, e.g., Timothy W. McGuire & Richard Staelin, *An Industry Equilibrium Analysis of Downstream Vertical Integration*, 2 *Marketing Science* 161 (1983).

⁵ The most relevant papers in this literature include Johnson, *supra*; Germain Gaudin & Alexander White, *On the Antitrust Economics of the Electronics Book Industry* (Sept. 24, 2014), <http://ssrn.com/abstract=2352495>; Øystein Foros, Hans Jarle Kind & Greg Shaffer, *Turning the Page on Business Formats for Digital Platforms: Does Apple’s Agency Model Soften Competition* (Aug. 29, 2013), <http://ssrn.com/abstract=2317715>; and Vibhanshu Abhishek, Kinshuck Jerath & Z. John Zhang, *Agency Selling or Reselling? Channel Structures in Electronic Retailing* (Jan. 2015), <http://ssrn.com/abstract=2013720>.

books.⁷ Prices might also be affected by whether distributors sell both e-books and e-book readers.

The important point is that both the wholesale and agency models can lead to low consumer prices. So there is no basis to presume that Apple's decision to advocate for the agency model, and the publishers' willingness to adopt that model, necessarily harmed consumers. That is what a full rule of reason analysis needs to determine. Nor is this different from any other vertical case. From the economic perspective, the trade-off between *inter-product* and *inter-platform* competition is not materially different than the trade-off between *intra-brand* and *inter-brand* competition that pervades this Court's vertical restraints cases. Agency structures therefore should be subject to the same rule of reason analysis.

Apple's MFN provisions add further complexity to this case. *Amici* do not dismiss the government's contention that Apple's MFN "forced" the publishers to adopt the agency model at other e-book retailers. But neither the MFN itself nor the "forcing" narrative justifies *per se* condemnation. The considerable work economists have done studying the competitive effects of MFNs fully supports the rule of reason treatment that courts apply to such cases. See Jonathan B. Baker & Judith A. Chevalier, *The Competitive Consequences of Most-Favored-Nation Provisions*, 27 *Antitrust* 20, 25 (Spring 2013) ("Our survey of the economics

⁷ Similarly, Abhishek, Jerath, and Zhang find that when sales in the electronic channel lead to a negative effect on demand in the traditional channel, retailers will prefer the agency model, whereas when sales in the electronic channel stimulate demand in the traditional channel, retailers will prefer the wholesale model. Abhishek et al., *supra*, at 26.

analysis; they are among the most important considerations in a rule of reason analysis. But focusing solely on the short-term nominal change in retail prices is not an appropriate way to choose whether the rule of reason or the *per se* rule should apply to vertical restraints. That implicitly presumes that existing retailer pricing is socially optimal to the point that any increase is *indefensible*. This cannot be squared with the Second Circuit's acknowledgement that "[n]o court can presume to know the proper price of an ebook." App. 68a. It is economic error to approach this case, involving vertical agreements and an agency structure that may prove optimal for consumers in the long run, as if the only fact of economic significance is whether short-term e-books prices increased.

It is significant that Amazon's pricing of the most popular e-books—meaning the titles that should have commanded the highest prices—was below the wholesale price charged by publishers. This could make sense *for Amazon* for entirely benign reasons (e.g., stimulating Kindle sales) or for strategic reasons (e.g., deterring entry or, as Johnson discusses, as a prelude to later "harvesting"). Regardless, publishers could legitimately have a different perspective, and a new platform entrant like Apple would be profoundly concerned with an incumbent's persistent pricing below its content acquisition costs. Even in a business with low marginal costs, that could create a substantial entry barrier.

It was therefore competitively appropriate for Apple to ask itself and the publishers what it could do competitively to disrupt the established order. Not everything would be appropriate, of course; Apple could not ask Amazon to raise its prices, for example.

vertical restraints under the rule of reason even though prices can be increased in the course of promoting procompetitive effects.” *Id.* at 895-96 (citing *Business Elecs.*, 485 U.S. at 728).

Perhaps Amazon’s below wholesale cost pricing would be unsustainable under the agency agreements, and thus prices would increase. That is an appropriate part of the debate in this case. But it is not any kind of justification for *limiting the debate* to just that one point by applying the *per se* rule. Apple has made serious arguments that e-books output sharply increased as a result of its entry, App. 67a, 112a-13a, and overall e-book prices declined, App. 67a, 201a-02a, 220a n.61. The Second Circuit majority acknowledged “that, in the two years following the conspiracy, prices across the ebook market as a whole fell slightly and total output increased.” App. 67a. Even if one did not accept that the verticality of the conduct at issue is enough to ensure rule of reason treatment, verticality plus conflicting evidence of price and output effects must be.

III. That The Agency Model May Have Facilitated Publisher-Level Collusion Does Not Justify *Per Se* Condemnation

The government and the Second Circuit majority justify *per se* condemnation principally on the ground that Apple “orchestrate[d]” horizontal collusion among publishers. *See* App. 55a. The decisions below are therefore steeped in such matters as the order in which meetings took place, “dinners in the private dining rooms of New York restaurants,” App. 134a, and generally the interpersonal aspects of the conduct. The government argues that the narrative is sufficiently

whether Apple had alternatives to the agency model, whether the MFN provisions were reasonably necessary, whether competition among book publishers is more intense than competition among e-book platforms, whether there is consumer lock-in at the retail level, whether printed books are a good substitute for e-books, and so on. A proper analysis would not condemn Apple's conduct merely because it can be viewed as a "hub" and the publishers as "spokes."

It was not the "hub and spoke" structure that justified *per se* treatment in either *General Motors* or *Toys "R" Us, Inc. v. FTC*, 221 F.3d 928, 935-36 (7th Cir. 2000). Those cases warranted *per se* treatment because the boycotts at issue were naked restraints; there was no efficiency rationale for excluding competitors. Even if one presumes that Apple's agreements (because of the MFN provisions) had boycott-like effects, this would clearly not be a naked boycott. Apple's MFNs were integral to the agency agreements, and their effects were intertwined with the procompetitive potential of those agreements and Apple's entry into a concentrated market. So it is incorrect to resolve this case, as the government and the courts below did, by saying that it is close enough to *General Motors* and *Toys "R" Us* to warrant *per se* treatment. To do so excludes from consideration all of the economic richness of this case.

The decisions below also erroneously rely on the notion that Apple proposed terms that would make sense to publishers "only if these publishers perceived an opportunity collectively to shift Amazon to agency." App. 45a. Assuming that is true, *amici* do not understand how that robs Apple's proposals of their

CONCLUSION

This Court should grant the petition.

Respectfully submitted,

DANIEL M. WALL

Counsel of Record

HANNO F. KAISER

LATHAM & WATKINS LLP

505 MONTGOMERY STREET

20TH FLOOR

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Counsel for Amici Curiae

December 2, 2015

APPENDIX

TABLE OF CONTENTS

List of *Amici Curiae*.....1a

Curtis, Christopher

From: Francis, Jennifer
Sent: Thursday, September 5, 2019 2:45 PM
To: Francis, Jennifer
Subject: FW: 22 New Patent Complaints and 42 Defendants

From: RPX Daily Litigation Alert <litigationalert@rpxcorp.com>
Sent: Monday, November 3, 2014 8:31 AM
To: Sheffield-AGO012017, Naomi <Naomi.Sheffield-AGO012017@vermont.gov>
Subject: 22 New Patent Complaints and 42 Defendants

RPX Daily Litigation Alert

RATIONAL PATENT®

Actavis Laboratories FL, Dimension Data, Cuende Infometrics and Others in
22 New Patent Complaints for Monday, November 3, 2014

Summary of Complaints

Defendants

Accord Healthcare	Global Oilfield Serv.	Nintendo of Amer.
Actavis	Google	Oilfield Prods. Suppl.
Actavis Labs FL	Gunbroker.com	Pearl Imports
AT&T	Halliburton Energy Serv.	Petroleum Geo-Serv.
Berks Packing Co.	Halliburton Global DIT	PGS Geophysical AS
Byron Small	J Wayne Richards	Sony Comp. Enter. Amer.
CUENDE Infometrics	KBH	Sony Corp. of Amer.
Davroc	Kbh	Sony Online Enter.
Digiboo LLC Digiboo	Lacava	Spin Chill
Dimension Data	Lefroy Brooks	Ticket Liquidator
Dimension Data Hold.	Lefroy Brooks Plumbin...	Ticket Soft.
Dimension Data North ...	LinkedIn	Ticketnetwork
Eaton	Mr. Byron Small	Vivid Seats
Facebook	Multi Klient Invest AS	Watson Labs

Plaintiffs

AstraZeneca AB	Endeavor Meshtech	RTC Ind.
Babbage Hold.	Harris FRC	UCB
Brian Edward Doss	Hawk Tech Sys.	UCB Biopharma SPRL
CYVA Res. Hold.	Intermap Tech	VPN Multicast Tech
Dr. Shridhar Andukhar	Legacy Separators	Westerngeco
Durabilt Ind.	Priceplay.com	
Durst	Res. Corp. Tech	

Litigations

California Northern

Babbage Holdings v. Nintendo of America

[View Full Details](#) | [Create Alert](#)

Tags: E-Commerce and Software, Willful Patent Infringement, Non-Practicing Entity

Babbage Holdings v. Sony Computer Entertainment America et al.

[View Full Details](#) | [Create Alert](#)

Tags: E-Commerce and Software, Willful Patent Infringement, Non-Practicing Entity

Priceplay.com v. Facebook

[View Full Details](#) | [Create Alert](#)

Tags: Non-Practicing Entity

Priceplay.com v. Google

[View Full Details](#) | [Create Alert](#)

Tags: Non-Practicing Entity

Priceplay.com v. LinkedIn

[View Full Details](#) | [Create Alert](#)

Tags: E-Commerce and Software, Willful Patent Infringement, Non-Practicing Entity

Colorado

Intermap Technologies v. CUENDE Infometrics

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Delaware

AstraZeneca AB v. Actavis Laboratories FL et al.

[View Full Details](#) | [Create Alert](#)

Tags: Biotech and Pharma, Infringement, Operating Company

Illinois Northern

Andukhar et al. v. Accord Healthcare

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RTC Industries v. Digiboo

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Kentucky Western

Doss v. Spin Chill

[View Full Details](#) | [Create Alert](#)

Tags: Consumer Products, Willful Patent Infringement, Inventor

Missouri Eastern

Durabilt Industries v. Small et al.

[View Full Details](#) | [Create Alert](#)

Tags: Industrial, Declaratory Judgment, Operating Company

New Jersey

Durst v. Lacava

[View Full Details](#) | [Create Alert](#)

Tags: Consumer Products, Willful Patent Infringement, Operating Company

Durst v. Lefroy Brooks Plumbing Fixtures et al.

[View Full Details](#) | [Create Alert](#)
Tags: Consumer Products, Willful Patent Infringement, Operating Company

Ohio Northern

Endeavor Meshtech v. Eaton

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Tags: Non-Practicing Entity

Pennsylvania Eastern

Hawk Technology Systems v. Berks Packing Company

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Tags: Non-Practicing Entity

Texas Eastern

CYVA Research Holdings v. Gunbroker.com

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Tags: Non-Practicing Entity

CYVA Research Holdings v. Ticket Liquidator et al.

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CYVA Research Holdings v. Vivid Seats

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Tags: Non-Practicing Entity

VPN Multicast Technologies v. AT&T et al.

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Tags: Non-Practicing Entity

VPN Multicast Technologies v. Dimension Data North America et al.

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Tags: Non-Practicing Entity

Texas Southern

Legacy Separators v. Halliburton Energy Services et al.

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Westerngeco v. Multi Klient Invest AS et al.

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California Northern

Babbage Holdings, LLC v. Nintendo of America, Inc.

Hon. Nathanael M. Cousins presiding

Filed 10-31-2014 as Civil Action No. **5:14-cv-04822**

Tags: E-Commerce and Software, Willful Patent Infringement, Non-Practicing Entity

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

US 5,561,811

Method and apparatus for per-user customization of applications shared by a plurality of users on a single display

[Details](#) | [PDF](#)

Plaintiffs

Babbage Holdings, LLC

Represented By

Charhon, Callahan, Robson & Garza PLLC

Defendants

Nintendo of America, Inc.

Represented By

Jenner & Block - DC; Jenner & Block LLP; Siebman Reynolds Burg & Phillips LLP

▲ [Back to Top](#)

California Northern

Babbage Holdings, LLC v. Sony Computer Entertainment America LLC et al.

Hon. Paul Singh Grewal presiding

Filed 10-31-2014 as Civil Action No. **5:14-cv-04823**

Tags: E-Commerce and Software, Willful Patent Infringement, Non-Practicing Entity

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

US 5,561,811

Method and apparatus for per-user customization of applications shared by a plurality of users on a single display

[Details](#) | [PDF](#)

Plaintiffs

Babbage Holdings, LLC

Represented By

Charhon, Callahan, Robson & Garza PLLC

Defendants

Sony Computer Entertainment America LLC

Sony Corporation of America

Sony Online Entertainment LLC

Represented By

Duane Morris LLP; Erise IP, P.A.; Gillam & Smith, LLP

Duane Morris LLP; Erise IP, P.A.; Gillam & Smith, LLP

Duane Morris LLP; Erise IP, P.A.; Gillam & Smith, LLP

▲ [Back to Top](#)

California Northern

Priceplay.com Inc. v. Facebook Inc.

Hon. Elizabeth D. Laporte presiding

Filed 10-30-2014 as Civil Action No. **3:14-cv-04830**

Tags: Non-Practicing Entity

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

US 8,494,917	Systems and methods for transacting business over a global communications network such as the internet	Details PDF
US 6,978,253	Systems and methods for transacting business over a global communications network such as the internet	Details PDF
US 8,050,982	Systems and methods for transacting business over a global communications network such as the internet	Details PDF

Plaintiffs

Priceplay.com Inc.

Represented By

Bayard, P.A.; Morris, James, Hitchens & Williams;
Westerman, Hattori, Daniels & Adrian LLP

Defendants

Facebook Inc.

Represented By

Attorney at Law; Blank Rome LLP

[▲ Back to Top](#)

California Northern

Priceplay.com Inc. v. Google Inc.

Hon. Jacqueline Scott Corley presiding
Filed 10-30-2014 as Civil Action No. **3:14-cv-04828**
Tags: Non-Practicing Entity

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

Patents for this litigation have not yet been verified by RPX. Please check the RPX Search soon for updates.

Plaintiffs

Priceplay.com Inc.

Represented By

Bayard, P.A.; Morris, James, Hitchens & Williams;
Westerman, Hattori, Daniels & Adrian LLP

Defendants

Google Inc.

Represented By

Attorney at Law; Potter Anderson & Corroon, LLP;
Quinn Emanuel Urquhart & Sullivan, LLP; Wilson
Sonsini Goodrich & Rosati PC - Palo Alto; Wilson
Sonsini Goodrich & Rosati, P.C.

[▲ Back to Top](#)

California Northern

Priceplay.com Inc. v. LinkedIn Corporation

Hon. Kandis A. Westmore presiding

Filed 10-30-2014 as Civil Action No. **4:14-cv-04824**

Tags: E-Commerce and Software, Willful Patent Infringement, Non-Practicing Entity

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

US 8,050,982	Systems and methods for transacting business over a global communications network such as the internet	Details PDF
US 8,494,917	Systems and methods for transacting business over a global communications network such as the internet	Details PDF
US 6,978,253	Systems and methods for transacting business over a global communications network such as the internet	Details PDF

Plaintiffs

Priceplay.com Inc.

Represented By

Bayard, P.A.; Morris, James, Hitchens & Williams;
Westerman, Hattori, Daniels & Adrian LLP

Defendants

LinkedIn Corporation

Represented By

Attorney at Law; Morris, Nichols, Arsht and Tunnell
LLP; Potter Anderson & Corroon, LLP; Wilson
Sonsini Goodrich & Rosati PC - Palo Alto; Wilson
Sonsini Goodrich and Rosati

[▲ Back to Top](#)

Colorado

Intermap Technologies v. CUENDE Infometrics, S.A.

Hon. Marcia S. Krieger presiding

Filed 10-31-2014 as Civil Action No. **1:14-cv-02967**

Tags: Pending Review

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

US 8,537,145	System for automatically locating visibility zones	Details PDF
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Plaintiffs

Intermap Technologies

Represented By

Polsinelli PC-Denver

Defendants

CUENDE Infometrics, S.A.

[▲ Back to Top](#)**Represented By****Delaware****AstraZeneca AB v. Actavis Laboratories FL Inc. et al.**

Judge Unassigned

Filed 10-31-2014 as Civil Action No. **1:14-cv-01356**

Tags: Biotech and Pharma, Infringement, Operating Company

View on: [RPX Search](#) | [Pacer/ECF](#)**Patents in Suit**

US RE44186	Cyclopropyl-fused pyrrolidine-based inhibitors of dipeptidyl peptidase IV and method	Details PDF
US 8,628,799	Coated tablet formulation and method	Details PDF
US 6,395,767	Cyclopropyl-fused pyrrolidine-based inhibitors of dipeptidyl peptidase IV and method	Details PDF

Plaintiffs

AstraZeneca AB

Represented By

McCarter & English, LLP

Defendants

Actavis Inc.
 Actavis Laboratories FL Inc.
 Actavis LLC
 Watson Laboratories Inc.

Represented By[▲ Back to Top](#)**Illinois Northern****Andukhar et al. v. Accord Healthcare, Inc.**

Hon. Assigned to presiding

Filed 10-31-2014 as Civil Action No. **1:14-cv-08693**

Tags: Pending Review

View on: [RPX Search](#) | [Pacer/ECF](#)**Patents in Suit**

Patents for this litigation have not yet been verified by RPX. Please check the RPX Search soon for updates.

Plaintiffs

Dr. Shridhar Andukhar
Harris FRC Corporation
Research Corporation Technologies, Inc.
UCB Biopharma SPRL
UCB, Inc.

Represented By

Burke, Warren, MacKay & Serritella PC

Defendants

Accord Healthcare, Inc.

Represented By

▲ [Back to Top](#)

Illinois Northern

RTC Industries, Inc. v. Digiboo

Hon. Assigned to presiding
Filed 10-31-2014 as Civil Action No. **1:14-cv-08688**
Tags: Pending Review

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

Patents for this litigation have not yet been verified by RPX. Please check the RPX Search soon for updates.

Plaintiffs

RTC Industries, Inc.

Represented By

Banner & Witcoff, Ltd.

Defendants

Digiboo LLC Digiboo

Represented By

▲ [Back to Top](#)

Kentucky Western

Doss v. Spin Chill Corp

Hon. Thomas B. Russell presiding
Filed 10-31-2014 as Civil Action No. **5:14-cv-00202**

Tags: Consumer Products, Willful Patent Infringement, Inventor

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

US 7,637,120 Container holding device

[Details](#) | [PDF](#)

Plaintiffs

Brian Edward Doss

Represented By

Middleton Reutlinger

Defendants

Spin Chill Corp

Represented By

[▲ Back to Top](#)

Missouri Eastern

Durabilt Industries LLC v. Small et al.

Hon. John A. Ross presiding

Filed 10-31-2014 as Civil Action No. **4:14-cv-01838**

Tags: Industrial, Declaratory Judgment, Operating Company

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

US D700918 Cotton module spear implement

[Details](#) | [PDF](#)

Plaintiffs

DURABILT INDUSTRIES LLC
Durabilt Industries, LLC

Represented By

LAW OFFICE OF DOUGLAS E. WARREN
LAW OFFICE OF DOUGLAS E. WARREN

Defendants

Byron Small
MR. BYRON SMALL
The KBH Corporation
THE KBH CORPORATION

Represented By

[▲ Back to Top](#)

New Jersey

Durst Corporation, Inc. v. Lacava, L.L.C.

Hon. Mark Falk presiding

Filed 10-30-2014 as Civil Action No. **2:14-cv-06815**

Tags: Consumer Products, Willful Patent Infringement, Operating Company

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

US D694357

Showerhead

[Details](#) | [PDF](#)

Plaintiffs

DURST CORPORATION, INC.

Represented By

MCCARTER & ENGLISH, LLP

Defendants

LACAVA, L.L.C.

Represented By

[▲ Back to Top](#)

New Jersey

Durst Corporation, Inc. v. Lefroy Brooks Plumbing Fixtures, Inc. et al.

Hon. Cathy L. Waldor presiding

Filed 10-30-2014 as Civil Action No. **2:14-cv-06816**

Tags: Consumer Products, Willful Patent Infringement, Operating Company

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

US D694357

Showerhead

[Details](#) | [PDF](#)

Plaintiffs

DURST CORPORATION, INC.

Represented By

MCCARTER & ENGLISH, LLP

Defendants

DAVROC LTD

LEFROY BROOKS LIMITED

LEFROY BROOKS PLUMBING FIXTURES, INC.

LEFROY BROOKS, INC.

Represented By

PEARL IMPORTS LTD

[▲ Back to Top](#)

Ohio Northern

Endeavor Meshtech, Inc. v. Eaton Corporation

Hon. Assigned to presiding

Filed 10-31-2014 as Civil Action No. **1:14-cv-02422**

Tags: Non-Practicing Entity

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

US 6,696,323	Method of manufacturing semiconductor device having trench filled up with gate electrode	Details PDF
US 6,696,392	Silicone resin bonded dry film lubricants	Details PDF
US 5,547,550	Preparation process for a microporous diaphragm and the diaphragm produced thereby	Details PDF
US 7,379,981	Wireless communication enabled meter and network	Details PDF
US 8,855,019	Wireless communication enabled meter and network	Details PDF
US 8,700,749	Wireless communication enabled meter and network	Details PDF

Plaintiffs

Endeavor Meshtech, Inc.

Represented By

Spangenberg, Shibley & Liber

Defendants

Eaton Corporation

Represented By

[▲ Back to Top](#)

Pennsylvania Eastern

Hawk Technology Systems, LLC v. Berks Packing Company, Inc.

Hon. EDWARD G. SMITH presiding

Filed 10-30-2014 as Civil Action No. **5:14-cv-06237**

Tags: Non-Practicing Entity

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

US RE43462	Video monitoring and conferencing system	Details PDF
US 5,625,410	Video monitoring and conferencing system	Details PDF

Plaintiffs

HAWK TECHNOLOGY SYSTEMS, LLC

Represented By

FIGLIO & BARBER LLC

Defendants

BERKS PACKING COMPANY, INC.

Represented By

▲ [Back to Top](#)

Texas Eastern

CYVA Research Holdings, LLC v. Gunbroker.com, LLC

Hon. Rodney Gilstrap presiding

Filed 10-31-2014 as Civil Action No. **2:14-cv-01012**

Tags: Non-Practicing Entity

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

Patents for this litigation have not yet been verified by RPX. Please check the RPX Search soon for updates.

Plaintiffs

CYVA Research Holdings, LLC

Represented By

Ni Law Firm, PLLC

Defendants

Gunbroker.com, LLC

Represented By

▲ [Back to Top](#)

Texas Eastern

CYVA Research Holdings, LLC v. Ticket Liquidator, LLC et al.

Hon. Rodney Gilstrap presiding

Filed 10-31-2014 as Civil Action No. **2:14-cv-01011**

Tags: Non-Practicing Entity

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

Patents for this litigation have not yet been verified by RPX. Please check the RPX Search soon for updates.

Plaintiffs

CYVA Research Holdings, LLC

Represented By

Ni Law Firm, PLLC

Defendants

Ticket Liquidator, LLC
Ticket Software, LLC
Ticketnetwork, Inc.

Represented By

▲ [Back to Top](#)

Texas Eastern

CYVA Research Holdings, LLC v. Vivid Seats Ltd.

Hon. Rodney Gilstrap presiding
Filed 10-31-2014 as Civil Action No. **2:14-cv-01009**
Tags: Non-Practicing Entity

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

Patents for this litigation have not yet been verified by RPX. Please check the RPX Search soon for updates.

Plaintiffs

CYVA Research Holdings, LLC

Represented By

Ni Law Firm, PLLC

Defendants

Vivid Seats Ltd.

Represented By

▲ [Back to Top](#)

Texas Eastern

VPN Multicast Technologies LLC v. AT&T Inc. et al.

Hon. Rodney Gilstrap presiding
Filed 10-31-2014 as Civil Action No. **2:14-cv-01013**
Tags: Non-Practicing Entity

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

Patents for this litigation have not yet been verified by RPX. Please check the RPX Search soon for updates.

Plaintiffs

VPN Multicast Technologies LLC

Represented By

The Simon Law Firm PC

Defendants

AT&T Corporation
AT&T Inc.

Represented By

▲ [Back to Top](#)

Texas Eastern

VPN Multicast Technologies LLC v. Dimension Data North America, Inc. et al.

Hon. Rodney Gilstrap presiding
Filed 10-31-2014 as Civil Action No. **2:14-cv-01014**
Tags: Non-Practicing Entity

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

Patents for this litigation have not yet been verified by RPX. Please check the RPX Search soon for updates.

Plaintiffs

VPN Multicast Technologies LLC

Represented By

The Simon Law Firm PC

Defendants

Dimension Data Holdings PLC
Dimension Data North America, Inc.
Dimension Data, LLC

Represented By

▲ [Back to Top](#)

Texas Southern

Legacy Separators LLC v. Halliburton Energy Services, Inc., et al.

Hon. Keith P Ellison presiding
Filed 10-30-2014 as Civil Action No. **4:14-cv-03110**
Tags: Pending Review

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

Patents for this litigation have not yet been verified by RPX. Please check the RPX Search soon for updates.

Plaintiffs

Legacy Separators LLC

Represented By

Yetter Coleman LLP

Defendants

Global Oilfield Services, LLC
HALLIBURTON ENERGY SERVICES
INCORPORATED
Halliburton Energy Services, Incorporated
Halliburton Global DIT, Inc.
J Wayne Richards
Oilfield Products Supply Corporation

Represented By

McKool Smith PC
McKool Smith PC
McKool Smith PC
McKool Smith PC
McKool Smith PC
McKool Smith PC

▲ [Back to Top](#)

Texas Southern

Westerngeco, L.L.C. v. Multi Klient Invest AS et al.

Hon. Assigned to presiding
Filed 10-31-2014 as Civil Action No. **4:14-cv-03118**
Tags: Pending Review

View on: [RPX Search](#) | [Pacer/ECF](#)

Patents in Suit

US 6,545,944	Method for acquiring and processing of data from two or more simultaneously fired sources	Details PDF
US 5,924,049	Methods for acquiring and processing seismic data	Details PDF

Plaintiffs

WESTERNGECO, L.L.C.

Represented By

Smyser Kaplan & Veselka

Defendants

Multi Klient Invest AS
Petroleum Geo-Services, Inc.
PGS Geophysical AS

Represented By

▲ [Back to Top](#)

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One Market Plaza, Steuart Tower, Suite 800, San Francisco, CA 94105

Curtis, Christopher

From: Francis, Jennifer
Sent: Thursday, September 5, 2019 2:46 PM
To: Francis, Jennifer
Subject: FW: TicketNetwork and Marketing Partners Ryadd and Secure Box Office Settle Charges of Deceptively Marketing Resale Tickets

From: Federal Trade Commission <subscribe@subscribe.ftc.gov>
Sent: Thursday, July 24, 2014 11:10 AM
To: Sheffield-AGO012017, Naomi <Naomi.Sheffield-AGO012017@vermont.gov>
Subject: TicketNetwork and Marketing Partners Ryadd and Secure Box Office Settle Charges of Deceptively Marketing Resale Tickets



TicketNetwork and Marketing Partners Ryadd and Secure Box Office Settle Charges of Deceptively Marketing Resale Tickets

FTC, Connecticut AG Allege that Ryadd and SBO Websites Mimicked Entertainment Venues

Online resale ticket exchange TicketNetwork, Inc., and two of its marketing partners, Ryadd, Inc. and SecureBoxOffice, LLC, have settled [Federal Trade Commission and State of Connecticut allegations](#) that their advertisements and websites misled consumers into thinking they were buying event tickets from the original venue at face value. Instead, the complaint alleges, the defendants' websites actually were ticket reseller sites with event tickets often priced above the venue's original price.

Under the [terms of the settlements](#), the defendants are prohibited from deceptively advertising their resale ticket services, and will pay \$1.4 million into a Connecticut fund for consumer education and enforcement.

TicketNetwork operates an electronic exchange enabling ticket brokers and other ticket-holders to resell their tickets to consumers on the secondary market. It promotes the sale of these tickets through its own websites and through affiliate marketers and private-label marketing "partners." The joint complaint alleges that TicketNetwork and two of its top partners, Ryadd and SBO, violated the FTC Act and the Connecticut Unfair Trade Practices Act by misrepresenting that they were the "official" site or "box office" for the actual venue where an event was being held.

"With today's settlements, the FTC and the Connecticut Attorney General's office send a strong message to all online ticket sellers that they must clearly disclose who they are and what they are offering," said Jessica Rich, Director of the FTC's Bureau of Consumer Protection. "These are basic rules of the road for marketers of any product or service, and consumers deserve no less."

Ryadd, for example, placed the following paid Google ad that appeared at or near the top of the search results page when consumers searched for "radio city music hall":

Radio City Music Hall/ RadioCity MusicHall-NY.com
radiocity.musichall-ny.com
Official Ticket Source Online for Radio City Music Hall Tickets in NY

The ad conveyed the impression that it was for the official Radio City Music Hall site, according to the complaint. Consumers who clicked on the ad were taken to a website prominently titled "Radio City Music Hall" which featured photos, text, and other material designed to look like the official Radio City

Music Hall website. It was actually a Ryadd site, selling resale tickets, often at a price higher than original face value.

SBO allegedly used a similar approach, mimicking actual venues by using the term "box office" in its ads and websites. For example, SBO placed the following paid Google ad that appeared at or near the top of the results page when consumers searched "Providence Performing Arts Center":

Providence PAC Tickets / pac.providenceboxoffice.com
pac.providenceboxoffice.com
Buy Providence PAC Tickets. Official ProvidenceBoxOffice Site

Consumers who clicked on this ad landed on a website featuring a headline and text designed to look like the official website for the Providence Performing Arts Center, in Providence, Rhode Island, when, in fact, it was an SBO site selling resale tickets, often for more than their face value.

Accordingly, the complaint alleges that Ryadd and SBO routinely misrepresented their resale ticket sites as actual venue sites; failed to adequately disclose that the sites offered tickets for resale and that prices often exceeded the tickets' face value; and that the websites were neither owned by the venue, sports team, performer, or promoter, nor authorized to sell tickets on their behalf.

The complaint further alleges that TicketNetwork participated in Ryadd's and SBO's misleading marketing. TicketNetwork allegedly helped create the deceptive portions of certain ads, provided legal cover through inadequate disclosures, and helped to maintain the deception by defusing complaints and bad publicity, among other means. The complaint states that TicketNetwork knowingly profited from Ryadd's and SBO's deceptive practices.

The complaint also names Charles A. Lineberry and Ryan J. Bagley, who are officers of Ryadd, Inc., and James P. Moran, who is the owner and manager of SBO, as defendants.

Under the three proposed settlements:

- All of the defendants are prohibited from misrepresenting, directly or by implication, that a resale ticket site is a venue site or is offering tickets at face value;
- The defendants are prohibited from using the word "official" in any ad, URL, website, or other advertising for resale tickets, except in very narrow circumstances;
- The defendants must affirmatively disclose that: their websites are resale marketplaces and not venues or box offices; the ticket price may exceed the ticket's face value; and the website is not owned by the venue, sports team, performer, or promoter;
- TicketNetwork must require all partners to sign written contracts promising to adhere to the order, and must take disciplinary action when partners violate the order and appropriately handle consumer complaints about venue confusion; and
- The three defendants will pay a total of \$1.4 million to the state of Connecticut, with \$750,000 coming from Ticket Network, \$550,000 from Ryadd, and \$100,000 from SBO.

The Commission vote authorizing the staff to file the complaint and approving the three proposed settlement orders was 5-0. The FTC filed the complaint and the proposed orders in the U.S. District Court for the District of Connecticut on July 24, 2014. They are subject to court approval.

NOTE: The Commission files a complaint when it has "reason to believe" that the law has been or is being violated and it appears to the Commission that a proceeding is in the public interest. Settlement orders have the force of law when approved and signed by the district court judge.

The Federal Trade Commission works for consumers to prevent fraudulent, deceptive, and unfair business practices and to provide information to help spot, stop, and avoid them. To file a complaint in English or Spanish, visit the FTC's online [Complaint Assistant](#) or call 1-877-FTC-HELP (1-877-382-4357). The FTC enters complaints into Consumer Sentinel, a secure, online database available to more than 2,000 civil and criminal law enforcement agencies in the U.S. and abroad. The FTC's website provides [free information on a variety of consumer topics](#). Like the FTC on [Facebook](#), follow us on [Twitter](#), and [subscribe to press releases](#) for the latest FTC news and resources.

Contact Information

MEDIA CONTACT:
Mitchell J. Katz
Office of Public Affairs
202-326-2161

STAFF CONTACTS:
Mamie Kresses and Dean Graybill
Bureau of Consumer Protection
202-326-2070 or 202-326-3082

Related Case

[TicketNetwork, Inc.; Ryadd, Inc.; and SecureBoxOffice, LLC, et al](#)

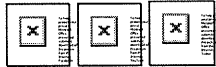
For Consumers

- [Blog - Ticket resellers settle misleading advertising charges](#)

For Businesses

- [Online Advertising and Marketing](#)
- [Blog: Ticket to Ride](#)

[More news from the FTC >>](#)



SUBSCRIBER SERVICES: [Manage Preferences](#) | [Unsubscribe](#) | [Help](#)

This is a free service provided by the [Federal Trade Commission](#).

This email was sent to nsheffield@atg.state.vt.us using GovDelivery, on behalf of: Federal Trade Commission · 600 Pennsylvania Ave., NW · Washington, DC 20580 · 1-877-382-4357

Curtis, Christopher

From: Francis, Jennifer
Sent: Thursday, September 5, 2019 2:47 PM
To: Francis, Jennifer
Subject: FW: Ticket to ride

From: Business Center Blog <subscribe@subscribe.ftc.gov>
Sent: Thursday, July 24, 2014 11:38 AM
To: Sheffield-AGO012017, Naomi <Naomi.Sheffield-AGO012017@vermont.gov>
Subject: Ticket to ride



Ticket to ride

By Lesley Fair

According to the Lennon-McCartney song, "She's got a ticket to ride, but she don't care." According to a settlement announced by the FTC and Connecticut AG, consumers doing business with TicketNetwork through two of its top partners – Ryadd and SecureBoxOffice – were misled into thinking they were buying tickets at face value from the event venue. In fact, the companies were reselling tickets, often at above the original price. As a result, consumers got taken for a ride. And the FTC and Connecticut AG, well, they *do* care.

[Read more](#)

SUBSCRIBER SERVICES: [Manage Preferences](#) | [Unsubscribe](#) | [Help](#)

This is a free service provided by the [Federal Trade Commission](#).

This email was sent to nsheffield@atg.state.vt.us using GovDelivery, on behalf of: Federal Trade Commission · 600 Pennsylvania Ave., NW · Washington, DC 20580 · 1-877-382-4357

From: [REDACTED]
Sent: Wednesday, November 04, 2015 10:54 PM
To: consumer@uvm.edu
Cc: [REDACTED]
Subject: Consumer Complaint Form - THIS IS A PUBLIC RECORD

Below is the result of your feedback form. It was submitted by
([REDACTED]) on Wednesday, November 4, 2015 at 22:54:05

email: [REDACTED]

Intake Number: Order # 187850739

Name: Leah Korce

Senior: No

Consumer is Business: No

Veteran or Service Member: No

Business Name: Unknown Hacker via StubHub

Business Street: 199 Fremont Street, Floor 4

Business City: San Francisco

Business State: CA

Business ZIP: 94105

Business Phone: 1866-788-2482

Complaint: I checked my phone this evening and had received several emails from Stubhub, 1. stating I changed my password, 2. stating I listed tickets, and 3. stating I sold the tickets. I had not listed the tickets for sale; I had purchased them in September to go to the game and visit Montreal; which I'm planning on doing this weekend.

I immediately started a 'chat' session with a Stubhub representative to let them know I did not list these tickets. The Stubhub representative, Ashley, called me and I explained that I had not listed the tickets for sale, I had received several emails from Stubhub, and that I was fearful my account had been broken into. I asked if she could cancel the sale and if the tickets I bought were still going to be ok to use.

Ashley submitted the issue to her manager and he and she stated that they would 1. cancel the sale, 2. inform the buyer that they were cancelling the sale and would substitute tickets for him, 3. that my tickets would be ok to use and provided me a phone number to call if I did have any issues gaining admission to the game, and 4. explained that I would need to complete a 'charge dispute form' in order to have Stubhub refund the charge for the substitute tickets to my account. Ashley also recommended that I change my passwords on my email, Stubhub, PayPal and bank account- which I did immediately.

I do not want to be held liable for the cost of replacement tickets as I did not list these tickets for sale, or authorize a 3rd party and/or agent, to list these tickets on my behalf for sale.

PRA-CAP085

2019-09-23

I believe this will all work out and I will not be charged, but I'm filing this complaint with your office in the event I am charged.

Loss: ~250

Relief Requested: Refund of charge for substitute tickets issued to buyer. I am submitting my CTS dispute form to Stubhub as well.

010318 Johnson.txt

From: Will <[REDACTED]>
Sent: Wednesday, January 3, 2018 8:52 AM
To: AGO - CAP
Subject: Tickets Scalped for Flynn Theatre

Please complete the form below with your information and the information for the business you are filing the complaint against. If you have any questions about this form, please call our hotline at (800) 649-2424 or (802) 656-3183, or e-mail us at AGO.CAP@vermont.gov. If you do not receive any response from our office within 5 business days, please call or e-mail us to verify that we received your complaint. COMPLAINTS ARE PUBLIC RECORD, and all document you send us will be saved electronically.

Upon receiving your complaint, WE WILL FORWARD YOUR COMPLAINT TO THE BUSINESS for response. Your complaint is NOT ANONYMOUS. DO NOT SEND MATERIALS CONTAINING SOCIAL SECURITY NUMBERS, ACCOUNT NUMBERS OR OTHER SENSITIVE INFORMATION WITH YOUR COMPLAINT UNLESS YOU FIRST REMOVE OR MARK OVER THE INFORMATION. Currently, our file attachment feature is not working properly. Please send us any additional documents by e-mail to AGO.CAP@vermont.gov, or by fax to 802-304-1014.

Your Contact Information

Your First Name *
Your Last Name *
Your E-Mail Address
Your Daytime Phone
Daytime Phone Type
[Home \/
Your Age Optional.
I am a... Please select all that apply to you.
[] Senior
[] Business
[] Veteran
[] Active Military
[] Student
[] Vulnerable Adult
[] Fuel Assistance Recipient

What is the name of your business?

Your Mailing Address *
Your City *
Your State *
[AK \/
Your Zip Code *
Your Alternate Phone
Alternate Phone Type

010318 Johnson.txt

[Home \/]

Is your complaint about:

[An automobile dealer \/]

Contact Information for Business the Complaint is Against:

Business Name or Person's First Name *

Person's Last Name

Business Phone (1)

Please provide a valid value for Business Phone (1)

Phone (1) Type

[Office \/]

Business Phone (2)

Phone (2) Type

[Office \/]

Business E-Mail Address Please include if possible, as this will speed processing of your complaint

Business Address *

Business City *

Business State *

[AK \/]

Business Zip Code *

Business Website/URL

Please Describe Your Complaint

Description *

Amount of loss:

How would you like this matter to be resolved?

Additional Complaint Information

Incident Date When did this incident occur? (If unknown, enter today's date)

Attachment Please attach any additional documentation you want to include. All files may be public

record, so please delete any personal account numbers (such as your Social Security or bank account number)

[]

[Submit]

Attorney General's Consumer Assistance Program | 109 State Street Montpelier, VT 05609-1001 | Hotline: Toll-free in VT 800-649-2424; (802) 656-3183 | FAX (802) 304-1014

I purchased tickets on line for the Flynn theatre in Burlington Vt. Somehow later I realized this sleazy website had overridden my transaction. I saw the flynn theatre, and the show Celtic Woman on the screen. How this website can override what I had entered on my computer should be illegal. It looked like a legit website The tickets were expensive as I expected but I have never bought from Flynn theatre before, and it was Christmas and my wife wanted to go, it sounded reasonable at the time It was two-three days later I was complaining to my co-workers how expensive

010318 Johnson.txt

those tickets were and they told me it didn't sound right. I called Flynn theatre myself and they told me I had been scammed I complained to the company and they said no refund even though in their ad, they said no tickets mailed until April. Since I have complained and threatened them with legal action I miraculously now have the tickets Now the worse part, I paid @131.00 per ticket X 2, service charge of \$73.36 and \$14.95 UPS total \$350.31 Now that I have the tickets, face value is \$44.50 each I talked with Flynn theatre and they said the service charge is about \$4.00 each and mailing is about \$4.00 Now do you understand why this is so irritating If this is not illegal it should be, if anything there should be a scalping law in this state. Anyhow you look at it this is illegal. If it wasn't illegal why did they ship the tickets four months earlier than they advertised? I do have a complaint with my credit card which I did file immediately. anything you can do would be greatly appreciated If anything block them from the internet or from selling in VT.

Sincerely,

Timothy Johnson

P.S I have numerous pages of transactions to back up everything I have submitted.

Timothy W. Johnson

Williston, VT 05495

January 16, 2018

Consumer Assistance Program
109 State Street
Montpelier, VT 05609-1001

To Whom it may Concern:

As a follow-up to my previous letter, my wife and I have now searched the website where I purchased the tickets for the Celtic Woman performance at the Flynn Theatre. We were not able to locate a mailing address for the organization or the name of a contact person on that site. All we had was the website address and general e-mail address and the first name and initial for a last name of a staff person at the organization that was shown on an e-mail response I received from them.

Eugene R., Customer Support Ticket/Fulfillment Services
box-officetickets@secure-tix.com
www.box-officetickets.com/Burlington/Concerts

But we did locate a return address shown on the shipping label of the UPS envelope:

Box Office Tickets
8443790367
201 W. Lake St. #187
Chicago, IL 60606

At the time that I purchased the tickets, I was buying them as a surprise Christmas gift for my wife, and I was hurrying so that she would not see me ordering them on the computer.

I did a Google search for Celtic Woman Flynn Theater, and the first website that came up showed Box Office Tickets and Flynn Center for Perf Arts. So when I clicked on that site, I believed I was purchasing tickets directly from the Flynn Theatre. My wife has created some screen shots of the Google search information and the website: www.box-officetickets.com/Burlington/Concerts. That information is enclosed with this letter.

In reviewing the website now more slowly than when I made my purchase, I did see that in small print it does make comments that this is a resale site. But when I accessed the site through the Google search and immediately clicked to purchase balcony seat tickets at the Flynn Theatre, I was not aware that I was not purchasing those tickets directly from the Flynn Theatre.

When I later complained to friends about the extremely high service charges that the Flynn Theatre had for their tickets, they all told me that it sounded fishy and that they had never experienced such high charges with their purchases. So I called the Flynn to complain, and they told me I must have made my

Consumer Assistance Program

January 16, 2018

Page 2

purchase from another website, because their most expensive ticket for the Celtic Woman performance was \$75 with a \$3.50 service charge. The Flynn Theatre representative also told me at that time that the concert was not nearly sold out and that tickets were still widely available and the balcony seats that I had selected were only \$44 each. The actual cost including fees and taxes should have been \$104.52, and I unnecessarily paid \$350.31. **This was 335% of the actual cost.** This is unbelievable price gouging and deception by this website.

After learning from the Flynn Theatre representative that I had been deceived into purchasing tickets from another website, I immediately contacted the seller on 12/15/17 (just 3 days after my order) by responding to the ticket purchase confirmation e-mail and asked to cancel my order. The tickets had not yet been shipped and could easily have been cancelled. My order had just been placed on 12/12/17, and the confirmation I received said the estimated shipping date of the tickets would be 4/3/18. My request to cancel was denied, and I was told all sales were final.

I also tried contacting my credit card company to cancel the transaction before the tickets were shipped, but they denied that request.

The tickets were shipped to me two weeks later by UPS 2nd day air delivery, apparently rushed to me in response to my complaint and attempt to cancel the order.

My wife checked the Flynn website again on 1/13/18, and we could still purchase the balcony seat tickets in the same section for the actual cost of \$104.52.

I want to return these tickets for a full refund.

The tickets show the name of the original purchaser on them as well as an ID number: **473280, Rappaport.**

The Flynn Theatre (Flynn Center for the Performing Arts) would have contact information for this person as a result of the purchase. I think the Flynn Theatre should be notified that this person is a ticket scalper and should not be allowed to purchase tickets in the future. Isn't ticket scalping illegal? The address for the Flynn Center for the Performing Arts is 153 Main Street, Burlington, VT. Their number is 802-863-5966. My wife would like to send them the enclosed letter, but we do not want to interfere with your investigation if you plan to contact the Flynn Theatre directly. Please let us know if it is O.K. to send the enclosed letter.

I would appreciate any help you can provide to resolve this issue and obtain a refund for me.

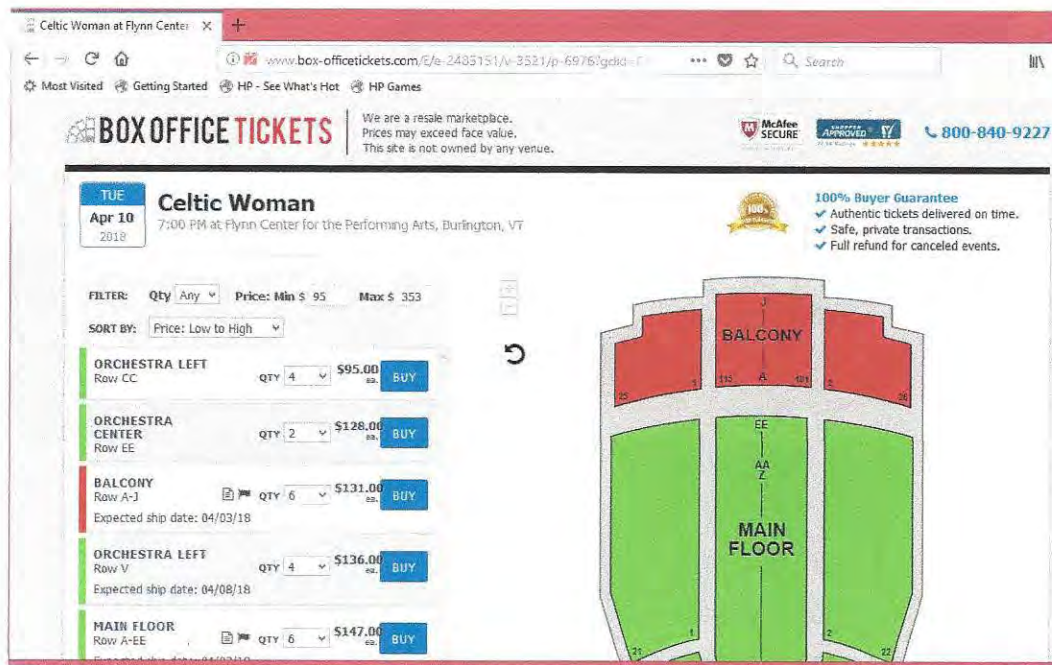
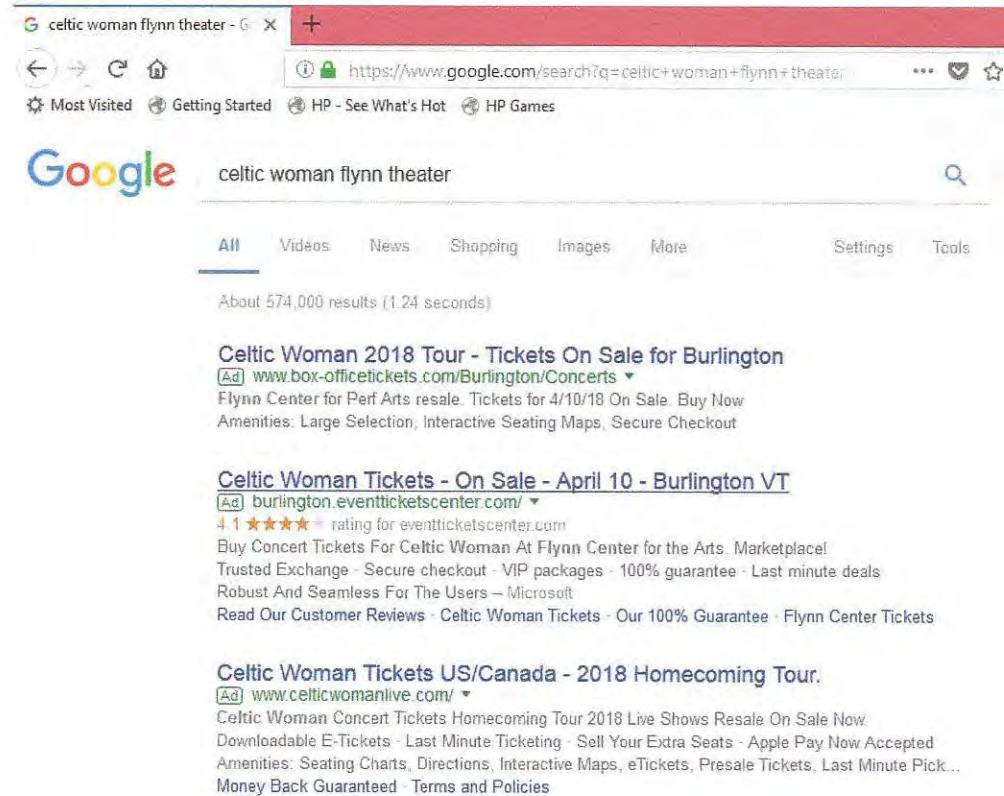
Sincerely,



Timothy W. Johnson



When entering a Google Search for "celtic woman Flynn theater", the first site that comes up is www.box-officetickets.com/Burlington/Concerts. The words "Flynn Center" are in bold print.



Deborah B. Johnson

Williston, VT 05495

January 16, 2018

Flynn Center for the Performing Arts

153 Main Street

Burlington, VT 05401

To Whom it may Concern:

I am writing to make you aware of a bad experience my husband had in which he inadvertently clicked on a reseller website when attempting to make a ticket purchase from the Flynn Center for the Celtic Woman performance coming up on 4/10/18.

He did a Google search for Celtic Woman Flynn Theater, and the first website that came up showed Box Office Tickets and Flynn Center for Perf Arts. So when he clicked on that site, he believed he was purchasing tickets directly from the Flynn Center.

When he later complained to friends about the extremely high service charges that the Flynn Theatre had for their tickets, they all told him that it sounded fishy and that they had never experienced such high charges with their purchases. So he called the Flynn to complain, and he was told he must have made his purchase from another website, because the most expensive ticket for the Celtic Woman performance was \$75 with a \$3.50 service charge. The Flynn Theatre representative also told him that the concert was not nearly sold out and that tickets were still widely available and the balcony seats that he had selected were only \$44 each. The actual cost including fees and taxes should have been \$104.52, and he unnecessarily paid \$350.31. **This was 335% of the actual cost.** This is unbelievable price gouging and deception by this website.

My husband tried to cancel the order, but the vendor denied that request. He also tried contacting his credit card company to cancel the transaction before the tickets were shipped, but they denied that request. All of this was done before the tickets were shipped to him.

The tickets were shipped two weeks later by UPS 2nd day air delivery, apparently rushed to him in response to his complaint and attempt to cancel the order, since the ticket order confirmation said that the tickets would be shipped on 4/3/18.

My husband has sent a complaint to the Consumer Assistance Program at the Vermont Attorney General's Office and is seeking help from them.

In the meantime, I wanted to make you aware of the name and ID number of the ticket purchaser who is scalping these tickets: **473280, Rappaport**. The tickets sent to us are for Balc Lft F, seats 16 and 18. This person should not be allowed to purchase tickets in the future.

Sincerely,

Deborah B. Johnson



Subject Re: Celtic Tickets
From Event Ticket Sales - Box Office Tickets - Secure Tix <box-officetickets@secure-tix.com>
To: [REDACTED]
Date Fri, Dec 15, 2017 at 7:48 PM

Hi Timothy,

Thank you for writing us concerning your *Celtic Woman* tickets. I am happy to address your concerns. Our website is a resale ticket marketplace for many different events. We are not affiliated with any venue or box office. The ticket prices are set by sellers that we work in close contact with. These prices are often above face value as they are set in accordance with the demand for that particular event. We aspire to be transparent having this information notated on our website in multiple places including on our [homepage](#).

Unless an event is canceled and not rescheduled we do not offer refunds. This is because when the user presses the place order button, he or she enters into an agreement with the seller to purchase these tickets. Our seller then, in turn, agrees to provide you with valid and authentic tickets in time for the event. At the time of purchase the order total, including the shipping and service fee must be agreed to along with our [Sales Terms](#).

You are within your rights to file a dispute with your financial institution. Please note that the dispute would prevent us from assisting you until it is resolved. This process can take up to eight weeks.

Feel free to reply to this email if you have any additional questions.

Eugene R.
Customer Support
Ticket Fulfillment Services

On Fri, 15 Dec at 3:22 PM , Will <twilj56@yahoo.com> wrote:

I have asked all of my friends about the high cost of Service Charge for tickets at the Flynn Theatre, and they informed me that this was highly unusual. I called Flynn theatre today and discovered that the highest selling ticket is \$75.00, and the service charge at the most is \$3.50 along with the delivery charge. I don't know who you are, I don't know how you are involved with this transaction but at this time I request that my transaction be cancelled Your prices are not even comprehensible to the real prices. This is not a sold out site. If this is not a reasonable request, my only other alternative is to contact my credit card company and contest this purchase Look forward to hearing from you.

Thank you,

Timothy Johnson

Timothy Johnson
[REDACTED]
Welliston VT 05495
[REDACTED]

OPR returned
Received 12/28/2017 (PAPA) Tickets

73280
Rappaport

OPW18CW
BLC LFT

6

Madstone Presents			
Celtic Woman: HOMECOMING TOUR			
www.celticwoman.com			
Tuesday,	April 10, 2018	7:00 PM	
BLC LFT F	16	FULL	44.50
Flynn Mainstage			

473280
Rappaport

Tuesday
04/10/18
OPW18CW

6
2293009

473280
Rappaport

OPW18CW
BLC LFT

F
18

Madstone Presents			
Celtic Woman: HOMECOMING TOUR			
www.celticwoman.com			
Tuesday,	April 10, 2018	7:00 PM	
BLC LFT F	18	FULL	44.50
Flynn Mainstage			

473280
Rappaport

Tuesday
04/10/18
OPW18CW

3
2293009

ATTN:

Billing Dispute

Timothy Johnson



Williston VT 05495



This is not a sold out show, and the Flynn Theatre confirmed that to me when I called. Even when I checked their website today – 1/4/18 - tickets are still readily available.

My total cost for 2 tickets should have been \$104.52 including fees.

I would like to cancel this transaction completely as I notified the ticket seller in my e-mail on 12/15/17 when I discovered that my order was placed through a re-seller, not through the Flynn Theatre.

They had previously stated that the tickets would not be sent until on or before 4/3/18, so they absolutely could have cancelled the order for me when I e-mailed them on 12/15/17.

Approximately 2 weeks later, I did receive the tickets by priority delivery. As stated in my 12/15/17, I want to completely cancel this transaction and will send the tickets back to the seller if you are able to refund my money.

This was a fraudulent transaction as I believed I was purchasing tickets directly from the Flynn Theatre, and I was not. I have located their website today and verified the availability and actual costs of the tickets and fees.

View Cart | FlynnTix Regional Box Office - Internet Explorer
https://www.flynnitix.org/Cart/Default.aspx
Flynn Center for the...
View Cart | FlynnTix Regio...
File Edit View Favorites Tools Help
Page Safety Tools
Follow Us: [Facebook] [Twitter] [Google+] [YouTube] [Pinterest] [Instagram] Home | Seat Maps | Calendar
FLYNNITIX Northern Vermont's primary source of tickets for performing arts and summer fe

Shopping Cart

[Continue Shopping](#)

*You now have approximately 20 minutes to complete your purchase.
After 20 minutes your order will be released.*

Performance	Seats	Price	Total
Celtic Woman Tuesday, Apr 10, 2018 7:00 PM	2 Full Balcony Left F-26, F-24	\$44.50	\$89.00
Flynn Main Stage View Seating Chart	View Your Selected Seats		

All ticket sales, including service fees, are final and nonrefundable.
Please [CLICK HERE](#) for cancellation policies for classes and camps.
Gift Certificates may be redeemed at Check Out.
We reserve the right to correct errors even if a credit card has already been charged.

Ticket sales include all applicable sales taxes.

Sub Total: \$89.00
Service Fee: \$7.00
Taxes: \$8.52
Total: \$104.52

Please request all accessibility services, for yourself or anyone in your party, in the field provided at checkout. For information about accessibility services please click [here](#).

CHECKOut

[Continue Shopping](#)

011818 Johnson.txt

From: [REDACTED]
Sent: Wednesday, January 17, 2018 10:33 PM
To: AGO - CAP
Subject: RE: Tickets Scalped for Flynn Theatre
Attachments: Consumer Assistance Program PDF.pdf; Flynn tickets documentation.pdf

Hello,

Attached is a letter summarizing my complaint and including the name and mailing address of the organization from which I purchased the tickets. Also included are print screens from the website where they were purchased. A second attachment includes the organization's response to my complaint, a copy of the tickets showing the face value of \$44 and a printscreen from the real Flynn Center's website showing that tickets are still available at this price now.

Thank you for your assistance.

Tim Johnson

On Fri, Jan 5, 2018 at 11:14 AM, AGO - CAP
<AGO.CAP@vermont.gov> wrote:
Hello,

Thank you for contacting the Consumer Assistance Program. If you are able to provide a name and contact information for the business named in your complaint and any additional documentation, our office would be happy to send a copy of the complaint with a letter from our office to the business asking that they review the complaint and respond to your concerns.

If you have any additional questions please feel free to contact our office.

Sincerely,

Annalee Beaulieu
Consumer Advisor

State of Vermont
Office of the Attorney General
Consumer Assistance Program
109 State Street
Montpelier, VT 05609-1001

Website: consumer.vermont.gov
Email: ago.cap@vermont.gov
Phone: (800) 649-2424 (toll free from VT phone) or (802) 656-3183

From: Will [mailto:]
Sent: Wednesday, January 03, 2018 8:52 AM
To: AGO - CAP
Subject: Tickets Scalped for Flynn Theatre

Please complete the form below with your information and the information for the business you are filing the complaint against. If you have any questions about this form, please call our hotline at (800) 649-2424 or (802) 656-3183, or e-mail us at AGO.CAP@vermont.gov.

If you do not receive any response from our office within 5 business days, please call or e-mail us to verify that we received your complaint.

COMPLAINTS ARE PUBLIC RECORD, and all document you send us will be saved electronically. Upon

receiving your complaint, WE WILL FORWARD YOUR COMPLAINT TO THE BUSINESS for response. Your complaint is NOT ANONYMOUS.

DO NOT SEND MATERIALS CONTAINING SOCIAL SECURITY NUMBERS, ACCOUNT NUMBERS OR OTHER SENSITIVE INFORMATION WITH YOUR COMPLAINT UNLESS YOU FIRST REMOVE OR MARK OVER THE INFORMATION.

Currently, our file attachment feature is not working properly. Please send us any additional documents

by e-mail to AGO.CAP@vermont.gov, or by fax to 802-304-1014.

Your Contact Information

Your First Name *

Your Last Name *

Your E-Mail Address

Your Daytime Phone

Daytime Phone Type

[Home \/]

Your Age Optional.

I am a... Please select all that apply to you.

[] Senior

[] Business

[] Veteran

[] Active Military

[] Student

[] Vulnerable Adult

[] Fuel Assistance Recipient

What is the name of your business?

Your Mailing Address *

Your City *

Your State *

[AK \/]

Your Zip Code *

Your Alternate Phone

Alternate Phone Type

011818 Johnson.txt

[Home \/]

Is your complaint about:

[An automobile dealer \/]

Contact Information for Business the Complaint is Against:

Business Name or Person's First Name *

Person's Last Name

Business Phone (1)

Please provide a valid value for Business Phone (1)

Phone (1) Type

[Office \/]

Business Phone (2)

Phone (2) Type

[Office \/]

Business E-Mail Address Please include if possible, as this will speed processing of your complaint

Business Address *

Business City *

Business State *

[AK \/]

Business Zip Code *

Business Website/URL

Please Describe Your Complaint

Description *

Amount of loss:

How would you like this matter to be resolved?

Additional Complaint Information

Incident Date When did this incident occur? (If unknown, enter today's date)

Attachment Please attach any additional documentation you want to include. All files may be public record, so

please delete any personal account numbers (such as your Social Security or bank account number)

[]

[Submit]

Attorney General's Consumer Assistance Program | 109 State Street Montpelier, VT 05609-1001 | Hotline:

Toll-free in VT 800-649-2424; (802) 656-3183 | FAX (802) 304-1014

I purchased tickets on line for the Flynn theatre in Burlington Vt. Somehow later I realized this sleazy website had overridden my transaction. I saw the flynn theatre, and the show Celtic Woman on the screen. How this website can override what I had entered on my computer should be illegal. It looked like a legit website The tickets were expensive as I expected but I have never bought from Flynn theatre before, and it was Christmas and my wife wanted to go, it sounded reasonable at the time It was two-three days later I was complaining to my co-workers how expensive those tickets were and they told me

011818 Johnson.txt

it didn't sound right. I called Flynn theatre myself and they told me I had been scammed I complained to the company and they said no refund even though in their ad, they said no tickets mailed until April. Since I have complained and threatened them with legal action I miraculously now have the tickets Now the worse part, I paid @131.00 per ticket X 2, service charge of \$73.36 and \$14.95 UPS total \$350.31 Now that I have the tickets, face value is \$44.50 each I talked with Flynn theatre and they said the service charge is about \$4.00 each and mailing is about \$4.00 Now do you understand why this is so irritating If this is not illegal it should be, if anything there should be a scalping law in this state. Anyhow you look at it this is illegal. If it wasn't illegal why did they ship the tickets four months earlier than they advertised? I do have a complaint with my credit card which I did file immediately. anything you can do would be greatly appreciated If anything block them from the internet or from selling in VT.

Sincerely,

Timothy Johnson

P.S I have numerous pages of transactions to back up everything I have submitted.

Sent: Monday, March 03, 2014 1:10 PM
To: consumer@uvm.edu
Subject: Consumer Complaint Form

Below is the result of your feedback form. It was submitted by
([REDACTED]) on Monday, March 3, 2014 at 13:10:01

email: [REDACTED]

Name: cathy robarge

Street: [REDACTED]

City: richford

State: vt.

ZIP: 05476

Phone: [REDACTED]

Age: [REDACTED]

Senior: [REDACTED]

Business Name: box office ticket sales

Business Phone: 866-625-4586

Business E-mail: orders@boxofficeticketsales.com

Complaint: I went on Flynn theatre site and I called the phone number on site. I asked about tickets and was told they were 60 or 74 dollars. I bought because I had promised my 3 yr. old grand daughter I would take her. They called and said they couldn't e-mail the tickets but pick up at will call booth. When I saw the price on these balcony tickets were 19:76, I went to main office at Flynn and they said this was not them and it looked like I had scalped tickets. I asked a man next to me, what he paid and he said around 50 dollars total. I paid 119.00 for tickets, also 7.50 for e-tickets which I didn't get and then another 23.21 for a service fee. I wasn't told about any of these charges only tickets for 59.50 for 2 tickets. I felt devastated

Loss: total was 149.71 minus 50.00

Relief Requested: \$99.00

From: AGO CAP <ago.cap@vermont.gov>
Sent: Thursday, March 14, 2019 9:41 AM
To: AGO - CAP
Subject: CAP Complaint
Attachments: Screen_Shot_2019-03-14_at_8.49.50_AM.png; Screen_Shot_2019-03-14_at_8.53.57_AM.png; Screen_Shot_2019-03-14_at_9.04.07_AM.png

The following CAP complaint was submitted:

Your First Name	Linda
Your Last Name	Bahnson
Confirmation Number	WB19-00234
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Mobile
Your Mailing Address	[REDACTED]
Your City	Addison
Your State	VT
Your Zip Code	05491
Your Alternate Phone	[REDACTED]
Alternate Phone Type	Home
Is your complaint about:	An online retailer
Business Name or Person's First Name	SecureBoxOffice.com
Business Phone (1)	877-582-9297
Business E-Mail Address	sales@secureboxoffice.com
Business Address	13520 California Stree #250
Business City	Omaha
Business State	NE
Business Zip Code	68154

Business Website/URL	https://secure.secureboxoffice.com/
Description	<p>Hidden charges. I ordered tickets for a concert at Shelburne Museum and after I entered my credit card information I was charged an added \$56.00 for service fees. These charges were not evident their web site. i feel this is absolutely fraudulent and deceptive.</p> <p>I called the ticket agency, was connected up through three agents to the supervisor who refused to cancel the purchase, and advised that I would just have to try to resell the tickets on the aftermarket.</p> <p>The attachments show the pages of the cost of the tickets and where I enetr my CC information. I also included the terms of service.</p>
Amount of loss:	\$248.14
How would you like this matter to be resolved?	1. require the company to credit \$248.14 and prohibit them from operating in Vermont.
Incident Date	3/14/2019 12:00:00 AM



- Shelburne, VT
7:00 PM
ssion



\$94.00 x 2

WS

PRA-CAP104

Enter E-Mail Address

E-MAIL ADDRESS

RETYPE E-MAIL ADDRESS

Send me exclusive discounts and updates for events in my area.

Shipping & Delivery

DELIVERY COUNTRY

DELIVERY METHOD

Payment Type & Billing

2019-09-25



DELIVERY METHOD

Select a delivery method

Payment Type & Billing

✔ 100% E

PAYMENT METHOD

Pay by credit card



Pay with Paypal



CREDIT CARD

Card Number

Card Card Number : Required



Expiration Month

MM : required

Expiration Year

YY : Required

Security Code

CVV : Required

[What's this?](#)

Event Ticket Insurance

Get reimbursed up to 100% with event ticket protection for an additional \$15.50 total 2019-09-28
any number of reasons - such as covered illness, airline delays, traffic accidents, mechanical breakdowns

PRA-CAP105

no refunds,
If the event is

Enter E-Mail Address

E-MAIL ADDRESS

RETYPE E-MAIL ADDRESS

Send me exclusive discounts and updates for events in my area.

Shipping & Delivery

DELIVERY COUNTRY

United States

DELIVERY METHOD

Select a delivery method

Payment Type & Billing

 100% Buy

PAYMENT METHOD

Pay by credit card



Pay with Paypal



CREDIT CARD

Card Number

Card Card Number : Required



2019-09-28

- Shelburne, VT

9 7:00 PM

ission

2

\$94.00 x 2

WS

PRA-CAP106

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

WILLIAM E. GRIFFIN
CHIEF ASST. ATTORNEY
GENERAL



STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
PUBLIC PROTECTION DIVISION
TEL: 1-800-649-2424
FAX: (802) 304-1014

ADDRESS REPLY TO:
CONSUMER ASSISTANCE PROGRAM
109 State Street
Montpelier, Vt 05609
website: ago.vermont.gov/cap
e-mail: ago.cap@vermont.gov

Consumer Complaint Form

Reference Number: _____

Consumer Information (Complaint By):

Consumer First and Last Name: John Mentel, Jr. Age:
Submitted by: self (If filing on another's behalf.)
Organization Name: _____ (If filing on behalf of a business/organization.)
Mailing Address (For Complaint Correspondence): _____
City: Burlington ST: VT ZIP: 05401
Primary Phone: _____ Phone Type (Circle One): Home / Cell / Office / Other: _____
E-mail: _____ @ _____
The Consumer is: Active Military A Student Under 18

Business Information (Complaint Against):

Business Name: Ticketcity (for 7-14-19 game at Fenway Park, Boston)
Point of Contact for Business: not sure
Mailing Address: can't locate City: Austin ST: TX ZIP: _____
Business Phone: 800-918-2612 Fax: _____
E-mail: don't know @ Website: headquarters Ticketcity

Amount of Loss: * 641.83 How did you find CAP? Internet

Complaint Details (attach additional pages if needed):

Events as they happened:

* maybe, if tickets not received in time to use or sell.
See attachment.

Relief you desire:

Background: After finding out that the tickets were 2 ½ times the usual price I've paid in the past, I challenged the charge via my credit card company and lost, since the Seller did follow the process according to the credit card company. Enclosed are documents reflecting my plea to them.

My complaint to CAP:

It was only after the tickets were ordered did I discover that the tickets would not be available until July 12, in email fashion. Since I would be leaving early, the 12th, to visit my son (with whom I would be attending the game) in Albany NY, I called the ticket seller to ask for my tickets as soon as possible. I was also concerned because, as I found out later, this company has a disreputable and deceptive history: see my attachments, and also by googling "headquarters ticket city" and go to Wikipedia, scrolling down to "Legal issues and Customer Complaints."

My complaint to you is basic: I want my tickets now. They were ordered February 2.

Other factors:

After losing the charge back attempt, I called in early March to ask for expedited tickets. I spoke to a supervisor named Matt at 800 918-2612 ext. 3184 who told me they could not change the delivery date. He said they don't have the tickets yet. Upon hearing this, I asked if they paid for the tickets yet, and he replied, no. In response, I stated for clarification purposes; that while I paid for the tickets when ordered, they have not yet paid, and will not do so until July. He confirmed as such.

Since Ticketcity also buys tickets, I went to their Web Site and filled out the requested information including the price I wanted for them (I put in \$550). When I hit the "submit" box, it didn't work, even after several times. I called a few days later, and left a message to call me; the last being March 15th.

I also just phoned a Becca at the Red Sox ticket office 10:15 March 18, 2019 who said that the named tickets have been sold to either an individual or a selling company. She furthered stated that the tickets are sold and not refundable. And, the seller would have already, an actual printed ticket or an online version.

I hope your intervention will help. I just want my tickets soon, so I may sell or use in a timely manner.

Jack Mentes

From: TicketCity [ticketorders@ticketcity.com]
Sent: Saturday, February 02, 2019 10:29 AM
To: [REDACTED]
Subject: Your Order Summary (Order #25155903)



We have received your order!

ORDER #: 25155903
Los Angeles Dodgers at Boston Red Sox
Fenway Park
Event Date: Sun. Jul 14, 2019 7:05 PM

TICKET INFORMATION*
Section: Loge Box 150 Row: AA
Notes:
Ticket Quantity: 2

CUSTOMER INFORMATION
JOHN MENTES
[REDACTED]

DELIVERY INFORMATION
Delivery Method: Email Delivery

No date

BURLINGTON, VT 05401

Order Total*
\$641.83

TicketCity and the seller are currently processing your order. You will receive a notification with additional information soon after your order is confirmed. No action is required at this time.

[Click here](#) to check the status of this order or contact our support team.

Thank you,

The TicketCity Team

*Per our terms and conditions, requested tickets may sometimes be replaced with comparable tickets to the same event. All event times are subject to change; check with the venue for official start time.

*All order totals are in USD

When should I receive my tickets?

Once your order is confirmed the tickets will be delivered as soon as the ticket seller has the tickets in their possession. That typically occurs a short time after the order is confirmed, which may be a couple of hours for e-tickets or a few days for shipped tickets. When purchasing far in advance of the event, please keep in mind that the tickets may not yet have been printed or distributed to the ticket seller. Certain teams, artists and venue box offices may hold distribution of tickets until the hours, or days, just prior to the event. You will always be notified of the expected date for delivery based on when the ticket seller expects to have the tickets "in hand". On some orders your tickets may not be delivered, or accessible until the day of the event. Whatever the delivery method or expected ship date, you are covered by our 100% Guarantee and will receive your tickets in time for the event.

Am I allowed to cancel my order?

No, since we are a ticket resale marketplace, all sales are final. Please make sure you are buying the tickets you want, for the correct event and date before you click Place Order.

Why is there a Service Charge included in my order?

The price paid for the tickets in your order represent funds that are paid to the seller of the tickets. Service charges are used for business operations necessary for the transaction. Among other activities, these operations include advertising, updating our website, providing a wide selection of valid and authentic tickets, and supporting our customer service team.

There's a different name listed on my ticket. Can I still use it?

Yes, your tickets are valid for use. The different name on the ticket may be simply that of the original purchaser. Your tickets are completely transferrable and guaranteed to be valid for entry.

There's a different price printed on the ticket. Why did I pay less or more for the ticket?

The price printed on the ticket, or "face value," is the price paid by the original purchaser of the ticket. The price you paid is the amount that the holder of those tickets desired in order to willfully sell you those tickets. Tickets for popular events are often priced higher than the face value whereas other tickets may be priced below face value. Please keep in mind that, as stated above, the price you paid is the amount set by the individual seller, not by our marketplace.

My e-tickets won't print. How can I get them?

You must have cookies, Javascript, and Adobe plug-ins enabled to print your e-tickets. If you can't print from email, try saving the ticket file (which will be formatted as a PDF) to your computer, and then open and print. Alternatively, you can try upgrading to the newest version of your browser or Adobe Acrobat Reader. If you try these techniques and still experience issues, please contact customer service.

STAPLES®

Your fax has been sent successfully!

Date: Tue Feb 26 08:56:32 EST 2019

Phone Number: 18886439624

Images Scanned: 10

Fax Id: eb8d833b-9a7e-4b35-a5a1-65a9bc984b10

- Faxed data to Credit Card Company in failed attempt to charge back due to unclear practices.
- See customer complaints via Better Business Bureau

TO: Cardmember Services 1-888-643-9624

FROM: John Menten

PAGES 10, including transmittal.

Customer Name: JOHN MENTES JR

Account Number: [REDACTED]

Transaction Post Date	Merchant Name	Transaction Amount
02/03/2019	TICKETS BOSTON RED SOX	\$641.83

Type of Dispute: Canceled Service(s)

You originally disputed the charge(s) because you canceled the services. Please review the enclosed information and respond by 03/01/2019.

I have reviewed the information and the charge(s) is valid. Please re-bill my account.

I want to continue the dispute(s).

* If you want to continue, please respond to the information provided by the merchant(s). Feel free to use the back page if needed.

** See attached*

If you cancelled the service(s), please tell us the date you did so: * (date).

If you spoke directly with the merchant, please tell us whom you spoke with:

Didn't understand name. The dialect was a son/indian

If you haven't done so previously, please send us any information that supports your dispute(s) and challenges the merchant's information. Please remember that any details you're able to provide may help us in resolving your dispute.

Information could include a cancellation confirmation number you received from the merchant, phone records, and copies of email or written correspondence.

Signature: [REDACTED] Date: 2/26/19

Best phone number and time to reach you:

Phone: [REDACTED] Time: anytime

CLAIM ID: C-20190204-2610



04753069069702290000000020

Cardmember Services:

Herein is my understanding of the events surrounding the disputed charges levied against Ticket City.

The scenario as occurred:

As a birthday gift(my birthday being February 17th), my wife Margaret wanted to surprise me and obtain 2 tickets to a Red Sox game, which my son and I go to every year. Since he lives in Albany NY, and I in Burlington VT, my wife and I leave Friday for Albany, and my son and I leave for Boston Sunday morning for the Sunday game, and stay overnight.

Margaret knew the costs for 2 tickets were in the range of \$250 to \$300. She also knew each year we sat on the 3rd base side in the loge box seats and would watch the game in the event the cameras would swing in that direction.

Since Margaret and I share the Marriott Card, and is known to not be tech savvy, she asked our Amy to order the tickets with full knowledge of the previous stipulations.

When Amy viewed the web site, she found it somewhat confusing, but went ahead with the order, which she understood to be \$312. It was more than previous years, but not excessively so. When Amy saw the printed receipt reflecting \$641.83, she immediately showed Margaret who informed me. Amy volunteered to call Ticket City and was told it was too late. I, then, called Cardmember Services to file a complaint.

Now, please see the following supportive materials.

Other points:

*Order site set up unclear. Actual seat assignments, which I always received from previous year's dealings with the Red Sox home office and other vendors was lacking.

*During the attempt to cancel the order, the representative, after denying her request, said, "well you can sell them"! The tickets, according to Ticket City will not be available until July 12, 2 days before the game!

* I already more recently, purchased tickets directly from the Red Sox home office and received them in 3days!. And it has the assigned seats. You can see on it on my statement.

* Ticket City, despite their laudatory comments on their web site, has numerous, outrages complaints with the Better Business Bureau: 47 in the last 3 years, of which 14 are delivery issues! You may view a sampling on following pages. The remaining types of complaints are as following: Adv/Sales 6, Billing/Collections 6, Guarantee/Warranty 3, and Problems with Products, 18.

* I have been a customer of yours for over 30 years, with never having missed a payment, and have never issued a dispute.

* Losing this dispute would jeopardize my relationship with Marriott.




2/2/19 9:29 AM	Expected ship date 7/12/2019 em:
2/2/19 9:29 AM	Expected ship date updated to:201


Better Business Bureau®


[Home](#) > [Texas](#) > [Austin](#) > [Event Ticket Sales](#) > [TicketCity](#) > Customer Reviews

Customer Reviews

TicketCity

 5912 Balcones Dr Ste
102
Austin, TX 78731-4289

 <https://www.ticketcity.com/>

 (800) 918-2612

Leave a message



Naomi F



12/01/2018

They deserve a zero. I bought tickets from them and have not recieved via email. I asked for them to be resent and the "seller." Never did. I have contacted the agency multiple times via live chat and by phone. I got numerous different responses but all said to wait for the seller to send them. I have downloaded the seat geek app and did not received tickets there. The agent on the phone said I had a 100% buyer guarantee and " will get the tickets no matter what." I have recorded multiple conversations, have had multiple chats end on me without any reason. I have stated my concerns and was told to "rest assured." I bought tickets on a Saturday and never received them and its now a week and 2 hours away from the start of the event. I have expressed to "exchange," or cancel my order but they told me to wait. By the night before, K***** (if that's really the persons name), said no exchanges, cancelations, or refunds. All sales are final. I have checked thoroughly through my email and have not seen tickets from the "seller" or have any emails regarding the events other than ticket city confirming my order.

Chris M



11/03/2018

Kentucky #9 vs Georgia #6—Got to Lexington at 9:30am, tailgated until 2:45, walked to stadium only to find out we couldn't get in for \$320! I'm livid! On top of that....I'm on way home and can't even watch the game! Skip Coyle and I bought our tickets through TicketCity.com. I took a screen shot of everything. Pissed! Biggest game in U.K. football history and can't get in. Sucks! Ticketcity.com sucks. I'll complain on their website every day til that make it right!!!!

AW



10/28/2018

BUYER BEWARE. Tried to buy tickets and their tech flopped. They ultimately had no real excuse as to why I was charged but not given the tickets that I purchased. Their customer support team LIED to me and continuously deflected the question. I called them out on it immediately and then HUNG UP on me!!!! She was incredibly rude and hated the fact that her rationale had no merit WHATSOEVER/ \$1600. SIXTEEN HUNDRED DOLLARS This company is shamefully and deceiving customers!!!! Be careful. BUYER BEWARE. BUYER BEWARE.

Complaint Type: Delivery Issues **Status:** Answered

12/29/2018

Purchased tickets, never received physical or digital tickets, no refund. Customer service unwilling to help. Horrible customer service. I paid over \$500 for a ticket to US Open. I called customer service after placing the order because I wasn't aware that the tickets are not electronic which is totally fine. Representative found a UPS store near my address where the tickets were supposed to be delivered to. They never got delivered so I called customer service again (think spent another hour getting through automated call phone systems and hold music). Customer service seemed to understand the issue and promised me that tickets will be transferred to me electronically but never were. I was with customer on my way to the event, waiting for that ticket to be transferred in an email, got to the event location only to buy another ticket because the customer service supervisor said sorry if you didn't receive the tickets we can't help. So I bought another ticket and just waited for my refund.... for weeks!!! Called again, customer service representative said they are still reviewing my refund, asked to call back in a week. Called back a week later.. still no answer.. after escalating to speak to supervisor was basically told I am lying I haven't received the tickets and was told they won't refund. I would like to receive refund for the ticket I never received or at least see proof that the ticket was transferred to me - transfer confirmation email. I wasn't provided any confirmation or evidence that the ticket was in fact transferred to me.

TicketCity Response

01/02/2019



Hello,

Looking into order number ***** (placed on 8/31/18) for the customer named ***** for the US Open Tennis Session 14 on 9/2/18. The order had originally been set for UPS delivery due to a UPS error, the package was delayed. We began a reissue request (On 9/1) with the seller trying to get the customer the tickets another way. The seller the next morning made contact letting us know that he can reissue the tickets as a mobile transfer. The delivery of the order was then changed to electronic transfer. The customer then claimed that after the transfer had been sent on 9/2 that he no longer wanted the tickets and will no longer attend the event. After working with him on the order he then said he never got the tickets and the event was starting. Due to the seller not sending proof of transfer we started a "post event issue" we started a investigation on the order to collect information from the seller on the delivery on the tickets the seller did sent over documentation. Once the investigation was over we called to inform him we cant cancel the order because the seller fulfilled the order, customer became upset and threaten to dispute the charges he had with us.

Customer Response

01/03/2019

Complaint: *****

I am rejecting this response because:

After looking through my email I have found the transferred tickets, attached here. You can see in the photo of the screen the time the ticket was transferred to me is 7:13pm - which is after the event has already started. Ticketcity failed to fulfill its

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040417 Moore.txt

From: ago.cap@vermont.gov
Sent: Tuesday, April 04, 2017 10:54 AM
To: AGO - CAP
Subject: CAP Complaint Confirmation

The Form was submitted, this is the list of values it contained.

Your First Name

Mary

Your Last Name

Moore

Confirmation Number

Your E-Mail Address

[REDACTED]

Your Daytime Phone

[REDACTED]

Daytime Phone Type

Your Age

I am a...

[REDACTED]

What is the name of your business?

Your Mailing Address

[REDACTED]

Your City

Burke

Your State

NY

Your Zip Code

12917

Your Alternate Phone

Alternate Phone Type

Is your complaint about:

An online retailer

Business Name or Person's First Name

Champlain Valley Exposition Ticket Center

Person's Last Name

Business Phone (1)

8002955354

Phone (1) Type

Business Phone (2)

Phone (2) Type

Business E-Mail Address

Business Address

Unknown
Business City
Unknown
Business State
VT
Business Zip Code
Unknown
Business Website/URL
Champlain-Valley-exposition.tickets-center.com
Is your complaint about a vehicle you purchased?

What is the year of your vehicle?

What is the make and model of your vehicle?

Is the vehicle new or used?

Where did the vehicle receive its last state inspection?

Inspection sticker number, date and color:

When was the vehicle purchased?

What was the purchase price?

Vehicle mileage at time of purchase:

Current mileage on the vehicle:

Did you receive a Buyer's Guide document with the vehicle?

Which of the following apply to the vehicle?

Description

I wanted to purchase tickets for a concert 9/3 at the Champlain Valley Fair. When I did an online search (putting in Champlain Valley fair) the "seller" with the tittle Champlain-Valley-Exposition-Tickets came up asking how many tickets I wanted. I chose 2 & was then sent to a choice of concerts for the fair. I chose the 9/3 Petatonix concert & was then given a price list for tickets & seating choices. The tickets seemed very expensive, but I haven't been to any concerts in a long time. I chose bleachers @\$93 each. The total came to \$260.95 for 2 tickets. I did not see nor was directly told that I wasn't dealing with a legit seller representing the fairgrounds. It came to my attention several hours later that I was "scalped" as the tickets I bought were available thru the Flynn for \$35. I contacted the ticket seller to cancel my tickets which had been charged to my PayPal

040417 Moore.txt

account. The seller refused to stop the transaction, saying that all sales were final. I told them that I had been greatly overcharged & was informed that such activity was legal. I filed a dispute with PayPal, which as of today, feels that because the seller will ship the tickets on or around 8/30, I do not have a legitimate dispute. Yes, I do not have the tickets, only an email saying they will ship, yet the seller has my \$260.95. I need your office's help getting my money back from this seller.

Amount of loss:

\$260.95

How would you like this matter to be resolved?

I just want my money back.

Please list any documents you have available related to this complaint (and attach copies at

the end of this form, or mail/fax them to us)

Please list the dates, amounts, transaction reference numbers and locations for each wire

transfer you sent by Western Union as a result of a scam.

Incident Date

3/24/2017 12:00:00 AM

Attachment

Sent: Saturday, April 05, 2014 9:28 AM
To: consumer@uvm.edu
Subject: Consumer Complaint Form

Below is the result of your feedback form. It was submitted by
[REDACTED] on Saturday, April 5, 2014 at 09:28:11

email: [REDACTED]

Name: June K. Leggio

Street: [REDACTED]

City: Chelsea

State: VT

ZIP: 05038

Phone: [REDACTED]

Age: [REDACTED]

Senior: [REDACTED]

Business Name: paramount.boxofficeticketsales.com

Business E-mail: orders@boxofficeticketsales.com

Complaint: I thought I was ordering tickets from the Paramount Theatre in Rutland. It turns out that this scalper by having a website that ends in .com pops up (Paramounts is actually a .org) when you Google Paramount Theatre. I ended up with tickets that were only valued at \$49.75, but he had charged \$89.50 each, plus an e-mail delivery fee of \$7.50 and misc. expense of \$29.54. Total charges of \$216.04 for something that should have been slightly over \$100.

Loss: About \$115.

Relief Requested: Since the tickets were real and I did use them, but they were only worth \$100, I would like the excessive charges refunded. More than that, I would like this guy put out of business!

Found By: website

From: AGO CAP <ago.cap@vermont.gov>
Sent: Wednesday, April 24, 2019 4:19 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Becky
Your Last Name	Doherty
Confirmation Number	WB19-00386
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Home
I am a...	[REDACTED]
Your Mailing Address	[REDACTED]
Your City	Wolcott
Your State	VT
Your Zip Code	05680
Your Alternate Phone	[REDACTED]
Alternate Phone Type	Mobile
Is your complaint about:	An online retailer
Business Name or Person's First Name	TicketOffices.com
Business Phone (1)	844-379-0370
Business Address	unknown

Business City	unknown
Business State	VT
Business Zip Code	unknown
Business Website/URL	TicketOffices.com
Description	I bought a concert ticket which was listed as about \$55- only after I submitted my payment info did their hidden fees appear- about \$20 additional cost. They will not refund my ticket nor would my credit card cancel payment. When I printed it my ticket, it said the price was \$45- how can they get away with this kind of shady retailing?
Amount of loss:	\$77
How would you like this matter to be resolved?	refund or at least an explanation as to why this is legal
Incident Date	4/22/2019 12:00:00 AM

From: AGO CAP <ago.cap@vermont.gov>
Sent: Tuesday, June 20, 2017 3:58 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Dr Robert
Your Last Name	Johnson
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Mobile
Your Age	[REDACTED]
I am a...	[REDACTED]
What is the name of your business?	[REDACTED]
Your Mailing Address	[REDACTED]
Your City	stowe
Your State	VT
Your Zip Code	05672
Your Alternate Phone	[REDACTED]
Alternate Phone Type	Home
Is your complaint about:	An online retailer
Business Name or Person's First Name	VIVID SEATS
Business Phone (1)	866.848.8499
Phone (1) Type	Office
Business E-Mail Address	support@vividseats.com
Business Address	chicago
Business City	chicago
Business State	VT
Business Zip Code	866.848.8499
Description	Bot two tickets online 094705476939 says 49\$ charged 276.91 on my visa called company a recording says tickets have been shipped did not know this wasn't ticketfly help
Amount of loss:	>200\$

How would you like this matter to be resolved?	money back
Incident Date	6/5/2017 12:00:00 AM

101716 Badman.txt

From: [REDACTED]
Sent: Monday, October 17, 2016 1:55 PM
To: Consumer
Cc: [REDACTED]
Subject: Consumer Complaint Form - THIS IS A PUBLIC RECORD

Below is the result of your feedback form. It was submitted by
([REDACTED]) on Monday, October 17, 2016 at 13:55:14

email: [REDACTED]

PUBLIC RECORD: Yes

Name: Cheryl Badman

Street: [REDACTED]

City: Benson

State: Vermont

ZIP: 05743

Phone: [REDACTED]

Age: [REDACTED]

Senior: Yes

Consumer is Business: No

Business Name: ticketofficesales.com

Business Phone: 1-855-502-6090

Business E-mail: ticketofficesales.com

Complaint: Buying tickets for The Nutcracker at Paramount in Rutland. Click on paramount site and not being aware it is a ticket scalping site , thinking I'm on Paramount site. Purchase 6 tickets for 559.91 not knowing this is scalping. Email and call but to no avail , on recording states all sales are final. But don't let on they are a scam. Price was double plus. Feel like such a fool , thought I was buying on paramount. Just another senior rip off. Called paramount and they said please report

Relief Requested: \$559.91 was my loss and would like my money back. Gives paramount a bad name .But they are getting away with ticket scalping!

101716 Badman.txt

From: AGO CAP <ago.cap@vermont.gov>
Sent: Monday, November 26, 2018 12:12 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	william
Your Last Name	spina
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Home
Your Age	[REDACTED]
I am a...	[REDACTED]
What is the name of your business?	[REDACTED]
Your Mailing Address	[REDACTED]
Your City	guildhall
Your State	VT
Your Zip Code	05905
Your Alternate Phone	[REDACTED]
Is your complaint about:	An online retailer
Business Name or Person's First Name	stub hub
Business	199 Fremont Street, Floor 4, San Francisco, CA 94105

Address	
Business City	san francisco
Business State	CA
Business Zip Code	94105
Description	<p>From Stub Hub today I purchased 3 Bruins/Canadians tickets to take my sons to Montreal on Dec 17. for \$226.92 US. Order # 534842432. I have ordered from them in the past and they have emailed the tickets so I could print them. Now they are saying I have to have a mobile I phone (or something) so the tickets can be put on one of them to show at the door. I have never even heard of such a thing (mobile stuff) and do not have a clue that they would pull this kind of stunt. I do not have a mobile device. They refuse to refund my money charged to my LL Bean cc.</p> <p>Thanks, need your help please</p>
Amount of loss:	\$226.92
How would you like this matter to be resolved?	refund
Incident Date	11/26/2018 12:00:00 AM

From: [Becky Doherty](#)
To: [AGO - CAP](#)
Subject: Consumer inquiry
Date: Wednesday, April 24, 2019 10:49:55 AM

I bought a concert ticket for a show at Shelburne museum this summer through ticketoffices.com. The price listed was about \$55 but when I submitted payment and got my receipt, the hidden fees put the price at about \$75. I was unable to stop the payment through my credit card and the ticket is listed as non-refundable. When I printed off my ticket, it says the price was \$45. Is this all routine dishonesty? I won't go through a vendor again if that is the case! Any recourse for me other than trying to sell my ticket as I won't buy a second one for my husband.