

STATE OF TEXAS
Plaintiff,
v.
TICKET CITY INC.,
Defendant,

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§

IN THE DISTRICT COURT OF
TRAVIS COUNTY, TEXAS
98TH JUDICIAL DISTRICT

Filed in The District Court
of Travis County, Texas

JUN 17 2011
At 1:42 P.M.
Amalia Rodriguez-Mendoza, Clerk

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

TO THE HONORABLE DISTRICT JUDGE:

THE STATE OF TEXAS, acting by and through Attorney General Greg Abbott, and TICKET CITY INC. (“Defendant” or “TICKET CITY”), appearing by and through their attorneys of record, wish to make the following stipulations and agree to the entry of this Agreed Final Judgment and Permanent Injunction.

The Court has read the pleadings and stipulations of the parties, and it appears to the Court that the parties agree to the entry of this Judgment and that they have approved entry of this Judgment.

I. DEFINITIONS

IT IS ORDERED that, for purposes of this Agreed Final Judgment and Permanent Injunction, the following definitions shall apply:

1.1 “Clear and Conspicuous” means:

(a) In printed communications, the required Disclosures must be presented in such a manner as to be readily apparent to the ordinary Consumer and in Close Proximity to the triggering representation. To be Clear and Conspicuous, the required Disclosures must be one size larger than the font for the majority of the text on the page, or in the same color as the text but bolded, or in a brighter color than the regular text that makes it easier for the Consumer to read.



(b) In communications made through electronic medium such as television, video, radio, and interactive media, including the Internet, online services, and software, the required Disclosures must be presented simultaneously in both the audio and visual portions of the communications. In any communications disseminated by means of an interactive electronic medium, such as software, the Internet, or online services, the Disclosure must be unavoidable. Any required audio Disclosure shall be delivered in a volume and cadence sufficient for an ordinary Consumer to hear and comprehend it. Any required visual Disclosure will be presented in a manner that stands out in the context in which it is presented, so that it is sufficiently prominent, due to its size and shade, contrast to the background against which it appears, the length of time it appears on the screen, and its location, for an ordinary Consumer to notice, read, and comprehend it.

(c) The required Disclosures will be understandable in language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the required Disclosure shall be used in any communication. However, nothing in this document shall be interpreted to require TICKET CITY INC. to print any Disclosures or other communication on a Ticket.

1.2 “**Close Proximity**” means on the same web page, online service page, or other electronic page, and proximate to the triggering representation and may be accessed through pop-ups, interstitials, or tool tips.

1.3 “**Consumer**” means the potential purchaser of TICKET CITY INC.’s goods and services, whether an individual or entity, that qualifies as a “Consumer” under the DTPA.

1.4 “**Affected Consumer**” means a Consumer of TICKET CITY INC.’s goods and services in the period from January 1, 2005 to December 31, 2010 that:

(a) Purchased a Ticket or Tickets from TICKET CITY INC., and received Tickets that were of lesser quality than that promised and paid for;



(b) Purchased a Ticket or Tickets from TICKET CITY INC. and received confirmation from TICKET CITY INC., but the Tickets were later cancelled by TICKET CITY INC., even though Tickets to the same event were still posted on TICKET CITY INC.'s website;

(c) Purchased a Ticket or Tickets from TICKET CITY INC. and received confirmation from TICKET CITY INC., when, in fact, TICKET CITY INC. did not own Tickets to that event and TICKET CITY INC. subsequently cancelled the Tickets;

(d) Purchased a Ticket or Tickets from TICKET CITY INC. and received confirmation from TICKET CITY INC., but TICKET CITY INC. then cancelled the sale and failed to honor its guarantee policy (100% or 200%) in effect at the time of the original purchase of the Ticket; or

(e) Purchased a Ticket or Tickets for the 2008 Beijing Summer Olympics from TICKET CITY INC., and received confirmation from TICKET CITY INC., but was unable to use the Tickets solely because of the security procedures at the 2008 Olympics.

1.5 **“Disclosure”** means the disclosure required to be made by Section III of this Agreed Final Judgment and Permanent Injunction.

1.6 **“DTPA”** means the Texas Deceptive Trade Practices-Consumer Protection Act, Texas Business and Commerce Code Annotated, Sections 17.41 - 17.904.

1.7 **“Effective Date”** of the Judgment means the date that this Agreed Final Judgment and Permanent Injunction is signed by the Court.

1.8 **“Restitution”** means that the Consumer is made whole; that is, the Consumer receives the difference between the amount of money paid for the Ticket and the fair market value of the Ticket received, or the Consumer receives a refund on the Ticket, plus the additional



“TICKET CITY INC. Guarantee” amounts. Restitution may also include airfare and hotel expenses if the Affected Consumer actually paid for such airfare and hotel expenses, such airfare and hotel expenses were non-refundable, the airfare and hotel expenses were incurred as a result of the acts or omissions of TICKET CITY INC., and the Affected Consumer provides documentation showing these expenses as set forth herein.

1.9 “**Status of a Ticket**” means, with respect to any Ticket offered for sale on TICKET CITY INC.’s Website, the Ticket is either: (1) a Ticket Reservation, or (2) Not a Ticket Reservation.

1.9.1 “**Ticket Reservation**” means that a Ticket to a particular event is not currently available but the seller is offering to seek and procure a Ticket from its network of suppliers, or from other sources.

1.9.2 “**Not a Ticket Reservation**” means that a Ticket is ready for immediate delivery to a Consumer or that the Ticket has been posted on TICKET CITY’s website by a supplier as currently available.

1.10 “**Ticket**” means any paper Ticket or electronically transmitted communication that entitles the bearer to admission to an event, including, but not limited to, concerts, sporting events or games, theater performances, or exhibitions.

1.11 “**Ticket City**” means TICKET CITY INC. For purposes of the relief set forth in Section III, IV and V of this Judgment, the term also includes the successors and assigns of TICKET CITY INC. and all natural persons, such as the officers, directors, equity owners, representatives, employees, agents, and entities acting, or purporting to act, on behalf of any of the above.



II. STIPULATIONS

The parties agree to the entry of this Agreed Final Judgment and Permanent Injunction and, at their request, the Court **FINDS** that:

- 2.1 It has jurisdiction over the subject matter of this action;
- 2.2 It has jurisdiction over TICKET CITY INC., the Defendant;
- 2.3 Venue is proper in Travis County, Texas;
- 2.4 The activities of TICKET CITY INC. constitute trade and/or commerce;
- 2.5 Entry of this judgment is in the public interest;
- 2.6 This judgment is non-appealable;
- 2.7 Nothing in this Agreed Final Judgment and Permanent Injunction in any way affects an individual's cause of action under the DTPA, or any other laws or regulations of this State;
- 2.8 Notwithstanding the foregoing, no individual or entity shall be entitled to a double recovery (including, but not limited to, Restitution awarded herein) or to assert any cause of action not allowed by applicable law or seek any recovery not allowed by applicable law;
- 2.9 The parties hereto acknowledge that this Agreed Final Judgment and Permanent Injunction is a compromise of a disputed claim and that TICKET CITY INC. is agreeing to same without admitting any liability, which it expressly denies;
- 2.10 TICKET CITY INC. acknowledges notice of this Permanent Injunction and acceptance of same, therefore no writ need be issued;
- 2.11 This judgment resolves any remaining issues that the State of Texas has with Defendant TICKET CITY INC. concerning Defendant TICKET CITY INC.'s alleged deceptive trade practices through the date of this Agreed Final Judgment and Permanent Injunction; and
- 2.12 The court shall have continuing jurisdiction to enforce this judgment.



III. PERMANENT INJUNCTION

IT IS ORDERED, ADJUDGED, AND DECREED that Defendant, TICKET CITY INC., its officers, agents, servants, employees, and all other persons in active concert or participation with TICKET CITY INC. who receive actual notice of this injunction shall be permanently enjoined, restrained, and prohibited from engaging in the following conduct:

3.1 Offering any specific Ticket for sale without disclosing the Status of the Ticket in a Clear and Conspicuous manner before the Consumer is charged and the sale is completed.

3.2 Advertising or representing that it "owns" a Ticket to an event if in fact it does not yet have a greater right of possession to the Ticket than a Consumer or any other Ticket broker or supplier.

3.3 Permitting a supplier to list Tickets for sale on the TICKET CITY INC. website unless the Status of the Ticket is disclosed in a Clear and Conspicuous manner as set out in this Judgment before the Consumer is charged and the sale is completed.

3.4 Requiring Consumers to agree to notice by website posting, if such requirement causes a Consumer to waive any rights available to him/her under Chapter 322 of the Texas Business and Commerce Code, except to the extent that such notice is required under applicable federal law.

3.5 Making a representation that negates, contradicts or mitigates the Disclosures required in this Judgment.

3.6 Representing that a Ticket purchase carries the "TICKET CITY INC. Guarantee" and then failing to honor that guarantee.

3.7 Representing that a Ticket purchase carries a guarantee and then changing the guarantee applicable to that Ticket after the Ticket is purchased so as to preclude the application of the guarantee or lower the guaranteed amount.



3.8 Charging a Consumer for a Ticket before a Ticket is confirmed, unless the sale is

for a Ticket Reservation.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that TICKET CITY INC. shall:

3.9 Disclose the Status of a Ticket in a Clear and Conspicuous manner and in Close Proximity to the listing of the Ticket before a sale is completed;

3.10 For Tickets that are **Not a Ticket Reservation**, disclose in a Clear and Conspicuous manner in Close Proximity to the particular Ticket, **before the sale is completed**, that:

- (a) TICKET CITY INC. provides access to Tickets through its network of ticket suppliers, which includes professional ticket brokers and individual sellers;
- (b) TICKET CITY INC. does not own all the Tickets it offers;
- (c) The Tickets offered by TICKET CITY INC. are owned, fulfilled and shipped by the party listing the Ticket (which may include TICKET CITY INC.);
- (d) Once TICKET CITY INC. confirms the Consumer's order, TICKET CITY INC. guarantees the Tickets according to the terms of the "TICKET CITY INC. Guarantee" in effect at the time of the Consumer's order;
- (e) The Consumer **cannot** cancel the purchase once the Ticket is confirmed; and
- (f) Shipping will be handled in a certain and specific manner (which is to be explained to the consumer at that time).

3.11 For Tickets listed as **Ticket Reservations**, disclose in a Clear and Conspicuous manner in Close Proximity to the particular Ticket, **before the sale is completed**, that the Ticket is a "Ticket Reservation." This Disclosure shall provide the following information:

- (a) The Ticket is not in TICKET CITY INC.'s possession;



(b) TICKET CITY INC. is offering to look for and buy the Ticket under the parameters set out in the ordering window; [for example, "Seat in Section A - \$100.00"];

(c) The Ticket **cannot be cancelled** once the order is placed;

(d) TICKET CITY INC. will charge the Consumer's credit card **as soon as** the order is placed; and

(e) There is no guarantee that TICKET CITY INC. will obtain the Ticket that the Consumer is reserving. However, if the Ticket is not obtained, the "TICKET CITY INC. Guarantee" in effect at the time of the Consumer's order will apply.

3.12 After the Effective Date of this Agreed Final Judgment and Permanent Injunction, if any Consumer purchases a Ticket Reservation and TICKET CITY INC. obtains the Ticket within the confirmed parameters and for the reserved price, TICKET CITY INC. must honor the original sale and sales price even if TICKET CITY INC. could sell the Ticket for a higher price.

IV. RESTITUTION

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that TICKET CITY INC. shall, pursuant to the following procedures, provide Restitution to "Affected Consumers" as that term is defined in this Judgment:

4.1 TICKET CITY INC. shall provide Restitution as defined in paragraph 1.8 and honor the "TICKET CITY INC. Guarantee" to Consumers in effect at the time the Tickets were confirmed.

4.2 **IT IS ORDERED THAT**, within fifteen (15) days of the Effective Date of this Judgment, TICKET CITY INC. will provide a link to this Agreed Final Judgment and Permanent Injunction on its website for one hundred twenty (120) days, along with the following information:

NOTICE: The State of Texas and Ticket City Inc. have entered into an agreement concerning Ticket City Inc.'s sales practices. **If you bought tickets from Ticket**



City Inc. in the period from January 1, 2005 to December 31, 2010 and: (1) the tickets were later cancelled by Ticket City, or (2) you received tickets of lesser quality than promised and paid for, or (3) you bought tickets to the 2008 Summer Olympics but were unable to use them solely because of security procedures, you may be entitled to compensation. Click on the link below to access information on the settlement and whether you qualify for compensation.

The link will direct Consumers to the website of the Office of the Attorney General, which will display a copy of the Judgment and will permit the Consumer to download a questionnaire, attached hereto as **Exhibit B**, to allow the Office of the Attorney General of Texas' Consumer Protection and Public Health Division (CPD) to determine if the Consumer is an "Affected Consumer" as the term is defined in this Judgment.

4.3 **IT IS ORDERED THAT**, within thirty (30) days of the Effective Date of this Judgment, TICKET CITY INC. shall provide written notice as set forth in **Exhibit A** herein, along with a copy of **Exhibit B** herein, to the potentially Affected Consumers named in a list compiled by CPD and that has been provided to TICKET CITY INC. Such list includes the contact information provided by the potentially Affected Consumers that shall be used to send out the notice.

4.3.1 All questionnaire responses received by CPD within one hundred twenty (120) days of the Effective Date of this Judgment shall be evaluated by CPD to determine if the Consumer responding is an "Affected Consumer."

4.3.2 If CPD determines that the Consumer is not an "Affected Consumer" as defined in this Agreed Final Judgment, it will provide a list to TICKET CITY INC., through its designated representative, Edward D. ("Ed") Burbach, on a monthly basis, along with the contact information that each Consumer has provided and TICKET CITY INC. will send out a Notice of No Restitution, as set forth in the attached **Exhibit C**.

4.3.3 If CPD determines that the Consumer qualifies as an "Affected Consumer,"



will provide a list of Affected Consumers, with the contact information provided by each Consumer and the Restitution amounts due, to TICKET CITY INC. through its designated representative, Edward D. ("Ed") Burbach, on a monthly basis and TICKET CITY INC. will issue checks to the Affected Consumers within ten (10) business days of the date it receives the list from CPD. All "Affected Consumers" to which CPD determines Restitution is due must be identified to TICKET CITY INC. through the procedure set out in this paragraph within 180 days of the Effective Date of this Judgment.

4.3.4 If TICKET CITY INC. has a question on whether a Consumer qualifies as an "Affected Consumer" or on the amount of Restitution due to the Consumer, TICKET CITY INC. will notify CPD of this question within seven (7) business days of the receipt of the list from CPD and request the completed questionnaire and supporting documents submitted by the Consumer. CPD will promptly provide TICKET CITY INC. with the completed questionnaire and supporting documents submitted by the Consumer. Within ten (10) business days after it receives the documentation from CPD, TICKET CITY INC. will:

- (a) Send the Consumer the Restitution amount and provide a copy of the check and correspondence to CPD, or
- (b) Inform CPD of its grounds for disagreement and provide documentation in support of its disagreement to CPD.

4.3.5 CPD and TICKET CITY INC. will attempt in good faith to resolve the disagreement. However, if they cannot reach an agreement on an "Affected Consumer" or the Restitution amount that should be paid within thirty (30) days after



CPD receives the documentation on the dispute from TICKET CITY INC., the parties will present their disagreement to a mutually agreed upon mediator. The decision of the mediator will be binding on both parties. The cost of mediation will be borne by TICKET CITY INC.

4.3.6 TICKET CITY INC. will provide CPD with an accounting of all amounts paid no later than nine (9) months after the Effective Date of this Judgment.

V. MONETARY PAYMENTS

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff, the State of Texas, shall have judgment against Defendant, TICKET CITY INC. in the amount of EIGHTY THOUSAND DOLLARS (\$80,000.00), which shall be paid as follows:

5.1 Attorney's fees and investigative fees to the State of Texas in the sum of EIGHTY THOUSAND DOLLARS (\$80,000.00), which will be due and payable to the Office of the Attorney General. Such payment will be made within thirty (30) days of the Effective Date of this Agreed Final Judgment and Permanent Injunction and will be made by check and will bear the Attorney General Case No. 082514076 on its face. This payment should be delivered to the attention of Paul Carmona, Chief, Consumer Protection and Public Health Division, Office of the Attorney General, P.O. Box 12548 or at its physical address, 300 W. 15th Street, 9th Floor, Austin, Texas 78701.

5.2 Court costs are borne by the party incurring same.

VI. MISCELLANEOUS

6.1 TICKET CITY INC. maintains that the Ticket marketplace is a quickly evolving market and therefore this Agreed Final Judgment and Permanent Injunction may not, in the future, accurately reflect the marketplace. The parties agree and acknowledge that under those



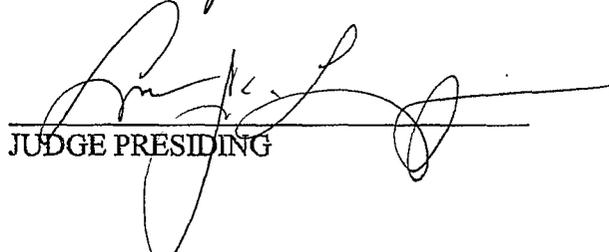
circumstances the law permits a party to move to amend an Injunction. This Agreed Final Judgment and Permanent Injunction does not impede or limit TICKET CITY, INC.'S right to do so.

6.2 Fax or e-mail signatures agreeing to the entry of this Agreed Final Judgment and Permanent Injunction are as effective as original signatures.

6.3 Defendant, TICKET CITY INC. by the signature of its representative below, hereby acknowledges notice of this Agreed Final Judgment and Permanent Injunction and acceptance of same; therefore, no injunctive writ need be issued. The State of Texas may enforce the Agreed Final Judgment and Permanent Injunction through any procedure or process available under the laws of the State of Texas.

6.4 Communications contemplated by this agreement between CPD and TICKET CITY INC. shall be sent by certified mail to the party at its last known address. After this Judgment is finalized and terms of the restitution are completed, communication to CPD shall be addressed to the Chief of the Consumer Protection and Public Health Division.

SIGNED this 17th day of June, 2011.



JUDGE PRESIDING



AGREED TO AND ENTRY REQUESTED:



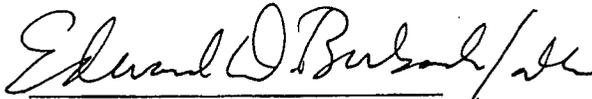
JEFF GORDON
State Bar No. 00795968
Andrews Kurth LLP
111 Congress Avenue, Suite 1700
Austin, TX 78701
ATTORNEY FOR DEFENDANT

GREG ABBOTT
Attorney General for the State of Texas

DANIEL T. HODGE
First Assistant Attorney General

BILL COBB
Deputy Attorney General for Civil Litigation

PAUL D. CARMONA
Chief, Consumer Protection Division



EDWARD D. ("ED") BURBACH *by*
State Bar No. 03355250 *Herette*
Gardere Wynne Sewell LLP *K. Paul*
600 Congress Avenue, Suite 3000
Austin, TX 78701-2978
Tel (512) 542-7070
Fax (512) 542-7270
eburbach@gardere.com
ATTORNEY FOR DEFENDANT



GLORIA SALINAS
Assistant Attorney General
State Bar No. 17534300
Office of the Attorney General
Consumer Protection & Public Health Division
P.O. Box 12548
Austin, TX 78711-2548
Tel (512) 463-2070
Fax (512) 473-8301

**ATTORNEYS FOR THE
STATE OF TEXAS**



Signature of Representative for
DEFENDANT, TICKET CITY INC. INC.



EXHIBIT A

NOTICE OF SETTLEMENT AND CLAIM PROCEDURES

The State of Texas and Ticket City, Inc. have reached an agreement on certain sales practices of Ticket City, such as selling tickets which Ticket City did not own at the time of the sale. Ticket City has denied these allegations. However, in an effort to avoid the time and expense of litigation, the State of Texas and Ticket City have agreed on a procedure for consumers affected by these sales practices to receive restitution.

You may be eligible for restitution if you purchased tickets from Ticket City from January 1, 2005 to December 31, 2010 and one of the following happened to your tickets:

- A. You purchased tickets from Ticket City, and received tickets that were of lesser quality than that promised and paid for.
- B. You purchased tickets from Ticket City, and received confirmation from Ticket City but the tickets were later cancelled by Ticket City even though tickets to the same event were still posted on Ticket City's website.
- C. You purchased a ticket or tickets from Ticket City, and received confirmation from Ticket City, when in fact Ticket City did not own tickets to that event (usually indicated by Ticket City selling tickets far in advance of the event and before anyone else has posted for sale tickets to the event) and Ticket City subsequently cancelled the tickets.
- D. You purchased a ticket or tickets from Ticket City, and received confirmation from Ticket City, but Ticket City then cancelled the sale and failed to honor its guarantee policy (100% or 200%) in effect at the time of the original purchase of the ticket.
- E. You purchased a ticket or tickets for the 2008 Beijing Summer Olympics from Ticket City and received confirmation from Ticket City, but was unable to use the ticket(s) solely because of the security provisions at the 2008 Olympics.

If you believe you are eligible for restitution, please complete the attached **Questionnaire**, provide any documentation requested, and return it to the Office of the Attorney General by any of the methods indicated at the end of the form.

YOU MUST COMPLETE AND RETURN THE QUESTIONNAIRE WITH REQUIRED DOCUMENTATION WITHIN 45 DAYS OF THE DATE THAT THIS NOTICE WAS SENT TO YOU.

Please call the Office of the Attorney General of Texas at 1-800-621-0508 if you have any questions.



EXHIBIT B

TICKET CITY RESTITUTION QUESTIONNAIRE

PLEASE NOTE: The Office of the Attorney General of Texas must receive this form no later than _____ 2011
[THIS DATE IS 120 DAYS FROM THE EFFECTIVE DATE OF THE AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION].

1. Name: _____
 2. Mailing address: _____
 3. Phone number: _____
 4. E-mail address: _____
 5. Social Security/Tax ID# (required for restitution) _____
 6. On what date(s) did you purchase tickets from Ticket City? _____
 7. What was the event for which you purchased tickets from Ticket City? _____

 8. How much did you pay for your tickets? \$ _____
(Please provide a receipt, credit card bill, or other documentation of your purchase).
 9. On what date and in what manner was your order confirmed? _____

- Please provide details regarding the confirmation you received. Please note that a ticket request is not the same as a confirmed order. Your credit card or other payment method is charged if an order confirmation was issued.*
10. If you paid by credit card, or by any method other than by cash or cash equivalent payment, did you contest payment of the charge on your credit card or other source of payment?
___ YES ___ NO



11. If your answer to Question 10 was "Yes", did you receive a credit from your credit card company or financial institution for any portion of the total purchase price of your tickets?

___ YES ___ NO

If "Yes", how much credit did you receive? \$ _____

12. If you believe you were entitled to a refund and/or guarantee amount under the Ticket City Guarantee in effect at the time of your order confirmation, but you did not receive the guaranteed amount, please provide what amount, if any, you did receive and explain what actions you took to obtain your guaranteed amount. Please provide all documents that support your statements.

NOTE: The following questions are divided into sections. Please fill out only those sections which are applicable to your situation.

Fill out **Part A** if you received and used the tickets from Ticket City, but the tickets were of a lesser quality than promised and paid for.

Fill out **Part B** if you purchased tickets from Ticket City but did not receive the tickets.

Fill out **Part C** if you received tickets but were unable to use them for any reason, including receiving the tickets after the event.

Fill out **Part D** if you have any additional comments.

PART A – If you received and used the tickets but they were of a lesser quality than promised and paid for:

1. If you received and used tickets from Ticket City, please provide details and documentation on how the tickets were not of the quality that you purchased.

2. Did you contact, or were you contacted by, a Ticket City representative to discuss the quality of the tickets? ___ YES ___ NO.

3. If "Yes", provide the date, or general time frame, and details of the contact:



PART B – If you purchased tickets from Ticket City but did not receive the tickets:

1. Did you receive confirmation of your ticket purchase? YES NO.
If so, please provide documentation of the confirmation. Please note, there is a difference between a order request and an order confirmation. Generally you should not have been charged until after the confirmation was made.
2. Was your order cancelled by Ticket City? YES NO
3. Did you receive a refund from Ticket City for the cancelled ticket(s)? YES NO
4. Did you receive the "guaranteed" amount posted by Ticket City at the time you bought the ticket(s)?
 YES NO
5. If you did not get the guaranteed amount, what was the reason Ticket City gave you for its failure to provide the guaranteed payment?

PART C – If you received tickets but were unable to use them for any reason that you believe was Ticket City's fault:

1. Please provide the reason you were unable to use the tickets. *(For example, venue would not honor ticket, event cancelled, tickets were received after the event, etc.)*

2. If you were unable to use the tickets you purchased from Ticket City, did you obtain replacement tickets from another source?
 YES NO



If "Yes", please provide the receipt for those tickets obtained from another source.

3. If you were unable to use the tickets you purchased from Ticket City AND did not obtain replacement tickets from another source, did you incur any other expenses relating to the inability to use the Ticket City tickets? (For example, non-refundable airline tickets, non-refundable deposits for lodging, etc.)

YES NO

If "Yes", what was the total amount? \$ _____

Please provide documentation of the expenses incurred.

4. If the tickets were delivered after the event, please explain in detail everything you did to obtain the tickets before the time of the event? (For example, checked your SPAM filter for messages regarding the tickets, calling Ticket City to check on delivery, checking for delivery by FedEx, or, where required, going to the will-call window or picking up tickets at the venue.)

5. If the tickets were delivered after the event, please provide the time and date when they were delivered:

Date: _____

Time: _____

6. Did you receive a refund or credit for these tickets? YES NO

If yes, provide details as to when, from whom and how you received the refund.

7. If you timely requested a refund, but then received your tickets, did you return the tickets to Ticket City in the manner and by the deadline requested by the Ticket City representative?

YES NO

Please provide details: _____

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PART D – Applicable to all Ticket City customers.

Please provide any additional comments which may assist us with your claim for restitution.

PLEASE RETURN THIS FORM NO LATER THAN _____, 2011

[DATE IS 120 DAYS FROM THE EFFECTIVE DATE OF THE AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION]

By Mail to: OFFICE OF TEXAS ATTORNEY GENERAL
CONSUMER PROTECTION & PUBLIC HEALTH DIVISION
ATTN: GLORIA SALINAS
P.O. BOX 12548
AUSTIN, TEXAS 78711-2548

OR

By E-mail to: public.information@oag.state.tx.us
Please include "TICKET CITY Restitution" in the subject line.

OR

By Fax to: (512) 473-8301 – ATTN: GLORIA SALINAS

AUSTIN 48734v.1



EXHIBIT C
NOTICE OF NO RESTITUTION

Date: _____

You recently completed a Questionnaire in support of restitution in connection with the agreement between Ticket City, Inc. and the State of Texas.

After a review of your Questionnaire and supporting documentation, you do not qualify for restitution because:

- No supporting documentation
- Restitution paid in full prior to settlement
- Tickets did not fall into a category eligible for restitution
- Other: _____

If you have any questions about this Notice, please call the Office of the Attorney General of Texas at 1-800-621-0508.

AUSTIN 48388v.1

I, AMALIA RODRIGUEZ-MENDOZA, District Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 10-17-11



AMALIA RODRIGUEZ-MENDOZA

DISTRICT CLERK

By Deputy: *Jenni Jones*

