

FILED

DEC 28 2010

Division of Consumer Affairs

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs

By: Alina Wells
Deputy Attorney General
(973) 648-3762

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, ESSEX COUNTY
Docket No. ESX - C - 000140-09

PAULA T. DOW, Attorney General of the State
of New Jersey, and THOMAS R. CALCAGNI,
Acting Director of the New Jersey Division of
Consumer Affairs,

Plaintiffs,

v.

SELECT-A-TICKET, INC.,

Defendant.

Civil Action

STIPULATION OF SETTLEMENT

This matter having been opened by Paula T. Dow, the Attorney General of New Jersey and Thomas R. Calcagni, Acting Director, New Jersey Division of Consumer Affairs (collectively, "Plaintiffs")¹, by the filing of a Complaint alleging violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA") and/or the regulations promulgated thereunder, N.J.A.C. 13:45A-1.1 et seq. ("Regulations") against Select-A-Ticket, Inc., ("Defendant"), and it appearing that the parties

¹ This action was commenced on behalf of former Attorney General Anne Milgram and David M. Szuchman, former Director of the New Jersey Division of Consumer Affairs ("Division"). In accordance with R. 4:34-4, the caption has been revised to reflect the current Attorney General and Acting Director of the Division.

have reached an amicable agreement resolving the issues in controversy and concluding this matter without the need for further action, and Defendant having consented to the settlement of the within matter without having admitted any violation of law or finding of fact, solely to avoid the costs of litigation, and for good cause shown,

IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:

1. DEFINITIONS

For purposes of this Stipulation of Settlement, the following terms shall be defined as follows:

- 1.1 "Affinity group" shall mean an identifiable group of people who are members of the same organization or who are customers of the same Person, except that customers of a Reseller shall not constitute an affinity group.
- 1.2 "Attorney General" shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.
- 1.3 "Clear and Conspicuous" or "Clearly and Conspicuously" shall mean a statement that, regardless of the medium in which it is made, compared to the other information with which it is presented, and that is readily apparent and understandable and in language and terms used in accordance with their common or ordinary usage and meaning.
- 1.4 "Complaint" shall mean the complaint filed against Defendant in the above captioned action on May 27, 2009.
- 1.5 "Consumer" shall refer to any Person who is offered Merchandise for Sale.
- 1.6 "Division" shall mean the New Jersey Division of Consumer Affairs.
- 1.7 "Entertainment Event" shall mean any event such as a performance, concert, exhibit or exhibition for which an entry fee is charged. For the purpose of this Stipulation of Settlement, the

term "Entertainment Event" shall specifically exclude sporting events and any event in which Defendant holds season tickets or a contract to obtain tickets for a specific location or event.

1.8 "Initial Public Onsale" shall mean the date and time when the owner or operator of a Place of Entertainment or the Entertainment Event or an agent of any such Person first makes Tickets available for purchase by the general public.

1.9 "Insider" shall mean an employee of a Place of Entertainment or its agent, a producer, promoter, performer and any other Person associated with an event who lawfully controls any tickets prior to their release for Sale to the general public.

1.10 "Original Price" shall mean the "face" value or original value of a Ticket.

1.11 "Place of Entertainment" shall mean any privately or publicly owned or operated entertainment facility such as a theater, stadium, museum, arena, racetrack or other place where Entertainment Events are held and for which an entry fee is charged.

1.12 "Pre-sale" - shall mean a Sale of Tickets at or below the price printed on the Ticket by an owner or operator of a Place of Entertainment, or, with the permission of the owner or operator, by an insider, prior to the Initial Public Onsale, directly, or indirectly through a third party who is not a reseller, to members of an Affinity Group or target market.

1.13 "Person[s]" shall be defined in accordance with N.J.S.A. 56:8-1(d).

1.14 "Primary Seller" shall mean the entity which is contracted by the Place of Entertainment, promoter, artist, manager or other authorized agent to sell a Ticket to the general public.

1.15 "Represent" shall mean to present, describe, state or set forth through statements, conduct, graphics, language and/or documents.

1.16 "Reseller" shall mean any Person other than a Place of Entertainment or Primary Seller who resells a Ticket, including a season ticket holder or an insider.

1.17 "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).

1.18 "State" shall refer to the State of New Jersey.

1.19 "Ticket" shall mean any evidence of the right of entry to a Place of Entertainment.

1.20 "Website" means the Defendant's Website and any other websites maintained by or on behalf of Defendant, or which is used by Defendant to sell Tickets.

2. JURISDICTION

2.1 The parties admit jurisdiction of this Court over the subject matter and over the parties for the purpose of entering into this Stipulation of Settlement. The Court retains jurisdiction for the purpose of enabling the parties to apply to this Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Stipulation of Settlement.

3. VENUE

3.1 Venue as to all matters between the parties hereto relating to or arising out of this Stipulation of Settlement shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Essex County.

4. EFFECTIVE DATE

4.1 This Stipulation of Settlement shall be effective on the date that it is entered with the Court ("Effective Date").

5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

5.1 Defendant shall not engage in any unfair or deceptive acts or practices in the conduct of its business in the State of New Jersey and shall comply with such State and/or federal laws, rules and regulations as now constituted or as may hereafter be amended, which are applicable to all future Sale and/or re-sale of tickets in the State of New Jersey.

5.2 Defendant shall Clearly and Conspicuously provide on its Website a link to its policies, including the following language:

Select-A-Ticket, Inc, is not affiliated with any box office or Ticketmaster and does not get tickets allotted to them. Therefore, Select-A-Ticket must obtain its tickets on its own and pays more than the price on the ticket to do this. The price which you are quoted includes our service charge which varies with seat locations. Select-A-Ticket buys and sells tickets to all events. The price in which you are quoted reflects market conditions and may be higher or below face value.

5.3 Defendant shall Clearly and Conspicuously display a link to Defendant's policies on each page which offers tickets for sale.

5.4 Defendants shall have one hundred twenty (120) days from the date of entry of this Final Stipulation of Settlement to comply with the duties outlined in this Section.

5.5 Defendant's obligations under this Section will be subject to the passage of A373 or any other legislation addressing the Sale of Tickets.

6. SETTLEMENT PAYMENT

6.1 Defendant agrees that in settlement of this Action it shall pay the sum of One Thousand Five Hundred Dollars and Zero Cents (\$1,500) for investigative costs, attorneys' fees and civil penalties, pursuant to N.J.S.A. 56:8-11, 56:8-13 and 56:8-19, within fifteen (15) days of the Effective Date (the "Settlement Payment").

6.2 The payment shall be made by certified check or money order made payable to the "New Jersey Division of Consumer Affairs" and forwarded to the following address:

Alina Wells, Deputy Attorney General
New Jersey Division of Law
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101

7. DEFAULT AND ENFORCEMENT

7.1 The Attorney General, the Division or the Attorney General's designated representative shall have the authority to enforce the provisions of this Stipulation of Settlement ,

8. RELEASE

8.1 In consideration of the injunctive relief, payments, undertakings and acknowledgments provided for in this Stipulation of Settlement, and conditioned on Defendant making the settlement payment as specified in Section 6, the Division hereby agrees to release Defendant from any and all civil claims that occurred prior to the Effective Date which were asserted in the Complaint, as well as the matters specifically addressed in this Stipulation of Settlement (the "Released Claims").

8.2 Notwithstanding any term of this Stipulation of Settlement, the following do not

comprise Released Claims: private rights of action, any criminal liability that Defendant has or may have to the State of New Jersey and actions by any other entity or subdivision of the State.

9. GENERAL PROVISIONS

9.1 This Stipulation of Settlement does not constitute an admission by Defendant that any of its acts and/or practices are unfair or deceptive or violate any of the Consumer protection laws of New Jersey. Defendant has denied any liability or wrongdoing in the within matter. The Parties acknowledge that the within matter is settled as to avoid litigation costs.

9.2 This Stipulation of Settlement shall be governed by the laws of the State of New Jersey.

9.3 Defendant Represents that it has fully read and understood this Stipulation of Settlement, that it understands the legal consequences involved in signing the Stipulation of Settlement, and that there are no other representations or agreements not stated in writing herein.

9.4 Defendant Represents and warrants that it is represented by the undersigned legal counsel, that it is fully advised of its legal rights in this matter, and that the Person signing below is fully authorized to act on its behalf.

9.5 This Stipulation of Settlement shall be binding upon the Defendant, its owners, officers, directors, employees, agents, assigns and successors in interest. In no event shall assignment of any right, power or authority under this Stipulation of Settlement avoid compliance with this Consent judgment.

9.6 This Stipulation of Settlement contains the entire agreement among the parties. Except as otherwise provided herein, this Stipulation of Settlement shall be modified only by a written instrument signed by or on behalf of the Division and Defendant.

9.7 Nothing contained in this Stipulation of Settlement shall be construed to deprive any

Consumer or other Person or entity of any private right under the law.

9.8 Defendant shall not Represent or imply that any business practice or other act or practice hereinafter used or engaged in by the Defendant has been required or approved, in whole or part, by the Attorney General, the Division, the State of New Jersey or any of the State's agencies, agents or subdivisions.

9.9 If any provision of this Stipulation of Settlement or the application thereof shall to any extent be deemed invalid or unenforceable, the remainder of the Stipulation of Settlement or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Stipulation of Settlement shall be valid and enforced to the fullest extent permitted by law.

9.10 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Stipulation of Settlement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Stipulation of Settlement.

10. NOTICES UNDER THIS CONSENT JUDGMENT

10.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Stipulation of Settlement shall be sent by the United States Mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Plaintiffs:

Alina Wells, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
Consumer Fraud Prosecution Section

124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

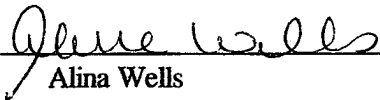
For the Defendant:

Steven A. Varano, Esq.
Law Offices of Steven A. Varano, P.C.
10 Furler Street
P.O. Box 187
Totowa, New Jersey 07512

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS STIPULATION OF SETTLEMENT ON THE DATES UNDER THEIR RESPECTIVE SIGNATURES.


FOR THE DIVISION:

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY

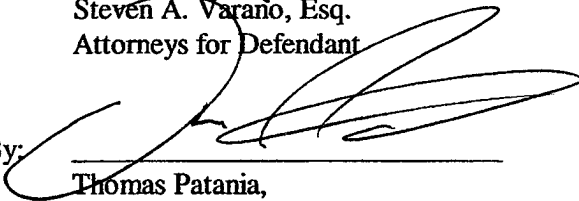
By: 
Alina Wells
Deputy Attorney General

Dated: Dec. 28, 2010

FOR SELECT-A-TICKET, INC., Defendant

By: 
Steven A. Varano, Esq.
Attorneys for Defendant

Dated: 12/17, 2010

By: 
Thomas Patania,
Select-A-Ticket, Inc.

Dated: 12/18, 2010