

In the Matter of:

Live Nation Entertainment, Inc.

**ASSURANCE OF VOLUNTARY
COMPLIANCE**

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (“Assurance”) is entered into by the Attorney General for the District of Columbia (“Attorney General” or “OAG”) and Live Nation Entertainment, Inc. (“Live Nation” or “Respondent”) (collectively with OAG, the “Parties”). The Parties agree as follows:

I. THE PARTIES

1. OAG is authorized to bring legal actions seeking injunctive relief, consumer restitution, civil penalties, costs, and attorneys’ fees for alleged violations of the District of Columbia’s consumer protection laws, including the Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901, et seq. Pursuant to D.C. Code § 28-3909(c), the Attorney General is authorized to negotiate and enter into agreements for compliance by merchants with the provisions of the CPPA.

2. Respondent is a company headquartered in California that provides services for consumers to purchase tickets to live events through its wholly owned subsidiary Ticketmaster LLC (“Ticketmaster”). This includes services for consumers to purchase tickets offered directly by artists or other event organizers (“Standard Tickets”) and to purchase tickets that are being resold by prior purchasers (“Resale Tickets” and collectively, “Tickets”). Ticketmaster facilitates ticket sales for venues located in the D.C. metropolitan area.

II. DEFINITIONS

3. “District Consumer” shall refer to any Consumer who paid fees when they purchased a Ticket through Ticketmaster’s websites and applications during the Relevant Time Period, either to attend an event located in the District of Columbia or using a District of Columbia billing address for the transaction.

4. “Consumer” shall include the definition contained in D.C. Code § 28-3901(a)(2).

5. “Effective Date” shall mean the last date upon which any Party executes this Assurance.

6. “Release Period” shall refer to January 1, 2015 to the Effective Date.

7. “Relevant Time Period” shall refer to January 1, 2015 through May 12, 2025.

8. “Tickets” shall refer both to tickets offered directly by artists or other event organizers and tickets that are resold by prior purchasers.

9. “Timed Hold” shall refer to the amount of time allotted to Consumers to complete the Ticket purchase process on Ticketmaster’s websites and applications.

III. THE DISTRICT’S ALLEGATIONS

10. The following allegations relate to the purchase of Tickets during the Relevant Time Period on Ticketmaster’s websites and applications.

11. Respondent through its subsidiary, Ticketmaster, is a leading live entertainment ticket sales company, providing websites and applications for Consumers to purchase Tickets for live entertainment events nationally and globally. This includes the provision of ticketing services for venues in and around the District of Columbia.

12. From 2015 until May 2025, Ticketmaster advertised by default what the District alleges were deceptively low Ticket prices to District Consumers that were not inclusive of

mandatory fees. Ticketmaster revealed the total Ticket price, inclusive of those mandatory fees, to District Consumers at the checkout page unless the Consumer selected to view the price inclusive of fees via their filter settings.¹ The District alleges that this practice constituted what the District refers to as “drip pricing.”

13. In some cases, upon learning the full Ticket price and fee amounts on the checkout page, the Consumer’s selected tickets were subject to a Timed Hold, during which the Consumer’s selected Ticket remained unavailable to other Consumers for a set period of time, and at the end of which the Ticket would be released and made available to other Consumers to select and purchase. During the Timed Hold, a timer was displayed at the top of the Consumer’s screen, counting down the time remaining on the Timed Hold.

14. If the Consumer did not interact with the screen for one minute, the page displayed a pop-up message (the “Inactivity Notice”). During the Relevant Period and continuing until on or about December 15, 2025, the Inactivity Notice displayed a message that read, “Tickets are selling fast. Get yours now before they’re gone.” This message appeared irrespective of actual demand for a particular event.

15. By failing to provide the full price of a Ticket by default until the checkout page, in conjunction with Respondent’s Inactivity Notice to Consumers during the Timed Hold, the District alleges Respondent misrepresented material facts that had a tendency to mislead Consumers regarding the cost and demand for Tickets during the Relevant Time Period and caused Consumers to pay more for Tickets than they would have expected based on the Tickets’ initially-advertised price.

16. In late 2018, Respondent launched a “prices with fees” toggle that allowed

¹ As described in paragraph 16, this feature became available starting in 2018.

Consumers to opt into seeing the full Ticket price (including fees) during the Ticket selection process. The toggle appeared in the “filters” tab displayed during the ticket selection process. However, only about two percent of Ticket purchasers utilized the toggle during the time it was in effect. Accordingly, the vast majority of Ticket purchasers in the District only learned the full Ticket price, including fees, at checkout.

17. In addition, the District alleges that Ticketmaster failed to adequately disclose material facts about the mandatory Ticket fees. Although Ticketmaster provided a link to a separate webpage that included information concerning the mandatory fees, the disclosures on that page did not fully inform Consumers about the nature and purpose of the fees, and Ticketmaster’s roles in negotiating and setting the fees. The District alleges that these omissions had the tendency to mislead Consumers, either in isolation or in combination with other affirmative statements by Respondent.

18. The CPPA prohibits any person from engaging in an unfair or deceptive trade practice. The District alleges that Respondent violated the CPPA by: (i) failing to display the full Ticket price (including fee amounts) to Consumers until the checkout page, rather than at the outset on the Ticket selection page and throughout the purchase process; (ii) failing to provide adequate disclosures about the nature and purpose of mandatory Ticket fees on Ticketmaster’s websites and applications; and (iii) suggesting to Consumers through its Inactivity Notice that a desired Ticket was in high demand even if this was not the case.

19. Respondent denies all of OAG’s allegations and claims, including that it has violated any consumer protection laws, such as the CPPA. Nothing contained in this Assurance is or may be construed to be an admission by Respondent of any violation of law or regulation, of any other matter of fact or law, or of any liability or wrongdoing.

IV. APPLICATION

20. The Parties have agreed to the terms of this Assurance to fully resolve OAG's allegations of violations of the CPPA against Respondent for the Release Period.

21. The duties, responsibilities, burdens, and obligations undertaken in connection with this Assurance shall apply to Respondent; its subsidiaries, including Ticketmaster; its successors and assigns; and its officers and employees.

22. The terms of this Assurance shall apply only to Respondent's conduct in connection with OAG's allegations and claims as to District Consumers.

23. By entering into this Assurance, the Parties are neither extinguishing any rights otherwise available to Consumers, nor creating any rights not otherwise available under the laws of the District of Columbia, except to the extent that they are resolving all issues or claims that OAG could have brought under the CPPA related to the matters described herein for the Release Period.

V. RESPONDENT'S UNDERTAKINGS

24. Respondent will not engage in any unfair, deceptive, or unlawful trade practices that violate the CPPA, D.C. Code §§ 28-3909, et seq.

25. Respondent voluntarily made changes to its practices as set forth below. Pursuant to this Assurance, it agrees to maintain these changes or their reasonable substantive equivalent to the extent required by District law.

26. Respondent displays to Consumers, by default, the price of a Ticket, including mandatory fees, less taxes, on the initial Ticket selection page and throughout the purchase process on its websites and applications.

27. Respondent provides additional information to Consumers regarding the nature and

purpose of Ticket fees, whether they include a profit to fee recipients, and how they are shared among the parties that put on a live event.

28. Respondent includes this information in its online Help Center and Ticket purchase tooltips.

29. Respondent's Inactivity Notice provides additional information to Consumers regarding the operation of the Ticket Hold process and the impact of the expiration of the Ticket Hold timer without reference to Ticket demand for the specific event.

VI. COSTS AND PAYMENT TO THE DISTRICT

30. Respondent shall pay a total of \$9,900,000.00 to the District as described below.

31. Within 45 days of the Effective Date, Respondent shall pay \$9,900,000.00 to the District. Payment under this paragraph shall be made either by wire transfer or ACH transfer or certified check made out to the D.C. Treasurer and delivered to OAG consistent with instructions from OAG. The District may use this payment for any lawful purposes, including, but not limited to, restitution, attorneys' fees, and other costs of investigation and litigation, and/or this payment may be placed in, or applied to, the District's restitution fund or litigation support fund, used to defray the costs of the inquiry leading hereto, transferred to a third-party administrator, or for other uses permitted by state law, at the sole discretion of the Attorney General for the District of Columbia. The Parties agree to cooperate with reasonable requests relating to any information relating to the distribution of payment under this paragraph.

32. Upon execution of this Assurance, Respondent shall provide the District with its Taxpayer Identification Number (TIN).

33. Any failure by Respondent or Ticketmaster to follow these steps shall constitute a violation of the Assurance. If OAG believes that Respondent has violated the Assurance, the

Parties will meet and confer and make a good faith attempt to reach a resolution before any action is taken.

VII. RELEASE

34. By execution of this Assurance, and following payment of the \$9,900,000.00 required under Paragraph 31, OAG shall terminate its investigation into Respondent's conduct arising out of, resulting from, and/or relating to the factual allegations set forth in Part III, supra, and shall release and discharge, to the fullest extent permitted by law, Respondent from any and all civil causes of action, claims, damages, costs, attorneys' fees, or penalties OAG has asserted or could have asserted under the CPPA relating to the factual allegations set forth in Part III for the Release Period. For avoidance of doubt, OAG is not releasing any claims the District has asserted or could assert under the federal Sherman Act, the federal Clayton Act, and/or the District of Columbia Antitrust Act, including but not limited to all those asserted in *United States v. Live Nation Entertainment, Inc.*, 1:24-cv-03973 (S.D.N.Y.). See 15 U.S.C. §§ 1-7, 12-27; D.C. Code §§ 28-4501.

VIII. ADDITIONAL TERMS

35. Any breach of the injunctive terms contained in this Assurance shall be considered an unlawful trade practice that violates the CPPA.

36. Any failure by the Attorney General to insist upon the strict performance of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions of this Assurance, and the Attorney General, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Assurance.

37. Respondent shall not participate, directly or indirectly, in any activity, or form any corporate entity or corporation for the purpose of circumventing any part of this Assurance or the

spirit or purpose of this Assurance.

38. Respondent shall ensure that Ticketmaster's business practices comply with the terms of this Assurance.

39. Nothing contained herein shall be construed as relieving Respondent of the obligation to comply with all District laws, regulations, or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

40. The Parties understand and agree that this Assurance will not be construed as an approval or sanction by the Attorney General of Respondent's business practices, nor will Respondent represent that this Assurance constitutes an approval or sanction of its business practices.

41. This Assurance shall be considered effective and fully executed on the last date on which any party executes the Assurance. This Assurance may be executed in counterparts, and copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

42. All notices and reports under this Assurance shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the District:

Attn: Meryl D. Grenadier
Assistant Attorney General
Office of Consumer Protection
Office of the Attorney General for the District of Columbia
400 6th Street NW, 10th Floor
Washington, DC 20001
consumer.protection@dc.gov

For the Respondent:

Michael Rubin
Latham & Watkins LLP
505 Montgomery Street, Suite 2000
San Francisco, CA 94111-6538
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FOR THE DISTRICT OF COLUMBIA:

**BRIAN L. SCHWALB
ATTORNEY GENERAL**

By: /s/ Kevin Vermillion **Date:** 3/23/2026

Kevin Vermillion
Director, Office of Consumer Protection

FOR RESPONDENT:

By:  **Date:** 4/3/26

Daniel M. Wall
Executive Vice President
Corporate and Regulatory Affairs
Live Nation Entertainment, Inc.