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7 **STATE OF WASHINGTON**  
8 **KING COUNTY SUPERIOR COURT**

9 STATE OF WASHINGTON,  
10 Plaintiff,

11 v.

12 TAYLOR C. KURTH;  
13 FINDMYSEATS, LLC; AND  
14 BOX OFFICE PROS, LLC;

15 Defendants.

NO. 18-2-02894-9 SEA

CONSENT DECREE

(CLERK'S ACTION REQUIRED)

16 **I. JUDGMENT SUMMARY**

- 17 1.1 Judgment Creditor: State of Washington  
18 1.2 Judgment Debtors: Taylor C. Kurth; Findmyseats, LLC; and  
19 Box Office Pros, LLC  
20 1.3 Monetary Judgment: \$60,000  
21 1.4 Interest on Unpaid Judgment  
22 Amounts if Judgment Debtors  
23 Breach Terms of Payment: 12% per annum  
24 1.5 Attorney for Judgment Creditor: Andrea M. Alegrett,  
Assistant Attorney General  
25 1.6 Attorney for Judgment Debtor: Duncan Turner,  
26 Badgley Mullins Turner PLLC

1 1.1 Plaintiff State of Washington (“State”) appears by and through its attorneys,  
2 Robert W. Ferguson, Attorney General, and Andrea M. Alegrett, Assistant Attorney General;  
3 and

4 1.2 Defendants Taylor C. Kurth, Findmyseats, LLC, and Box Office Pros, LLC  
5 (collectively “Defendants”) appear by and through their attorney Duncan Turner; and

6 1.3 The State conducted an investigation and commenced this action pursuant to the  
7 Ticket Sellers Act, RCW 19.345.020, violations of which are *per se* violations of the Consumer  
8 Protection Act, RCW 19.86; and

9 1.4 The State and Defendants agree on a basis for the settlement of the matters alleged  
10 in the Complaint and to the entry of this Consent Decree against Defendants without the need  
11 for trial or adjudication of any issue of law or fact; and

12 1.5 Defendants, by entering into this Consent Decree, do not admit the allegations of  
13 the Complaint other than those facts deemed necessary to the jurisdiction of this Court; and

14 1.6 The State and Defendants agree that this Consent Decree does not constitute  
15 evidence or an admission regarding the existence or non-existence of any issue, fact, or violation  
16 of any law alleged by the State; and

17 1.7 Defendants recognize and state that this Consent Decree is entered into  
18 voluntarily and that no promises, representations, or threats have been made by the Attorney  
19 General’s Office or any member, officer, agent, or representative thereof to induce it to enter  
20 into this Consent Decree, except for the promises and representations provided herein; and

21 1.8 Defendants waive any right they may have to appeal from this Consent Decree or  
22 to otherwise contest the validity of this Consent Decree; and

23 1.9 Defendants further agree that this Court retains jurisdiction of this action and  
24 jurisdiction over Defendants for the purpose of implementing and enforcing the terms and  
25 conditions of this Consent Decree and for all other purposes related to this matter; and  
26

1 1.10 Defendants further agree that payments made or due pursuant to this Consent  
2 Decree are not amenable to discharge in bankruptcy and that they will not seek its discharge in  
3 bankruptcy, nor oppose its being determined not amenable to discharge in bankruptcy; and

4 1.11 Defendants further agree that payments made or due pursuant to this Consent  
5 Decree are not preferential transfers of assets and they will not make or support arguments to the  
6 contrary in bankruptcy court or elsewhere.

7 The Court, finding no just reason for delay;

8 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as  
9 follows:

10 **II. GENERAL**

11 2.1 This Court has jurisdiction of the subject matter of this action.

12 2.2 Venue is proper in King County pursuant to RCW 4.12.020 because Defendants  
13 transacted business in King County.

14 2.3 This Consent Decree or the fact of its entry does not constitute evidence or an  
15 admission by any party regarding the existence or non-existence of any issue, fact, or violation  
16 of any law alleged by the State. To the contrary, Defendants have denied and continue to deny  
17 any and all wrongdoing of any kind whatsoever and retain, and do not waive, any and all defenses  
18 Defendants may have with respect to such matters.

19 2.4 This Consent Decree fully and finally resolves and forever discharges and  
20 releases all claims and causes of action under the Ticket Sellers Act, RCW 19.345.020, that the  
21 State has filed or may in the future file against Defendants arising out of or relating to the facts  
22 described in the Complaint, except that if Defendants materially fail to comply with this Consent  
23 Decree, the Attorney General of Washington may take such further action against Defendants as  
24 provided for herein.

1 **III. INJUNCTION**

2 3.1 Application of Injunction. The injunctive provisions of this Consent Decree are  
3 permanent and shall apply to Defendants and their successors, assigns, transferees, officers,  
4 agents, servants, employees, representatives, and upon all other persons or entities in active  
5 concert or participation with Defendants.<sup>1</sup>

6 3.2 Notice. Defendants shall immediately inform all successors, assigns, transferees,  
7 officers, agents, servants, employees, representatives, and all other persons or entities in active  
8 concert or participation with Defendants of the terms and conditions of this Consent Decree and  
9 shall direct those persons and/or entities to comply with this Consent Decree.

10 3.3 Injunction. The injunctive relief set forth below applies to business activity  
11 conducted in the State of Washington. Defendants' failure to comply fully with any injunctive  
12 provision of this Consent Decree is a material breach of this Consent Decree.

- 13 a. Defendants are hereby permanently enjoined and restrained from directly or  
14 indirectly violating or failing to comply with the Ticket Sellers Act, RCW  
15 19.345.020, and the Consumer Protection Act, RCW 19.86, as they are  
16 currently written and may be amended in the future; and  
17 b. Defendants shall not use software to circumvent, thwart, interfere with, or  
18 evade a security measure, access control system, or other control or measure  
19 on a ticket seller's internet website as defined by RCW 19.345.010.

20 **IV. MONETARY PAYMENT**

21 4.1 Pursuant to RCW 19.86.080, Defendants shall pay \$60,000 for costs and reasonable  
22 attorneys' fees incurred by the State in pursuing this matter, for monitoring and potential  
23 enforcement of this Consent Decree, for future enforcement of RCW 19.86, or for any lawful  
24

25 <sup>1</sup> The form and scope of this language, as used throughout this document, is intended to have the same  
26 form, scope, and application as subsection (d) of Washington Court Rule 65.



1 unless such disclosure is permitted by law. In the event that a representative of the Office of the  
2 Attorney General receives a request under the Public Records Act, subpoena, or other demand for  
3 production that seeks the disclosure of Confidential Information, the Office of the Attorney General  
4 shall notify Defendants as soon as practicable and in no event more than thirty (30) calendar days  
5 after receiving such request and shall allow Defendants a reasonable time, not less than ten (10)  
6 calendar days, from the receipt of such notice to seek a protective order relating to the Confidential  
7 Information or to otherwise resolve any disputes relating to the production of the Confidential  
8 Information before Washington discloses any Confidential Information. Nothing in this Consent  
9 Decree shall affect the State's compliance with the Public Records Act, RCW 42.56.

10         5.5     This Consent Decree in no way limits the Office of the Attorney General, or any  
11 other state agency, from conducting any lawful non-public investigation to monitor Defendants'  
12 compliance with this Consent Decree or to investigate other alleged violations of the Consumer  
13 Protection Act, which may include but is not limited to interviewing customers or former employees  
14 of Defendants.

15         5.6     Nothing in this Consent Decree shall be construed as to limit or bar any other  
16 governmental entity or consumer from pursuing other available remedies against Defendants.

17         5.7     Under no circumstances shall this Consent Decree or the name of the State of  
18 Washington, the Office of the Attorney General, Consumer Protection Division, or any of their  
19 employees or representatives be used by Defendants in connection with any selling, advertising, or  
20 promotion of products or services, or as an endorsement or approval of Defendants' acts, practices  
21 or conduct of business.

22         5.8     This Consent Decree shall be binding upon and inure to the benefit of Defendants'  
23 successors and assigns. Defendants and its successors and assigns shall notify the Attorney  
24 General's Office at least thirty (30) days prior to any change-in-control of Defendants that would  
25 change the identity of the corporate entity responsible for compliance obligations arising under this  
26 Consent Decree, including but not limited to dissolution, assignment, sale, merger, or other action

1 that would result in the emergence of a successor corporation; the creation or dissolution of a  
2 subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed  
3 filing of a bankruptcy petition; or a change in the corporate name or address. Provided, however,  
4 that with respect to any proposed change in the corporation about which Defendants and its  
5 successors and assigns learn less than thirty (30) days prior to the date such action is to take place,  
6 Defendants and its successors and assigns shall notify the Attorney General's Office as soon as is  
7 practicable after obtaining such knowledge.

8         5.9 To monitor compliance with this Consent Decree, the State shall be permitted to  
9 serve interrogatories pursuant to the provisions of CR 26 and CR 33 and to question Defendants or  
10 any officer, director, agent, or employee of Defendants by deposition pursuant to the provisions of  
11 CR 26 and CR 30 provided that the State attempts in good faith to schedule the deposition at a time  
12 convenient for the deponent and his or her legal counsel.

13         5.10 Any notice or other communication required or permitted under this Consent Decree  
14 shall be in writing and delivered to the following persons or any person subsequently designated by  
15 the parties:

16         For the State of Washington:  
17         Office of the Attorney General  
18         Consumer Protection Division  
19         Attention: Andrea Alegrett, AAG  
20         800 Fifth Avenue, Suite 2000  
21         Seattle, WA 98104-3188

For Defendants:  
              Duncan C. Turner  
              Badgley Mullins Turner PLLC  
              19929 Ballinger Way, Suite 200  
              Seattle, WA 98155

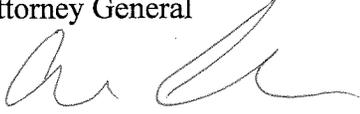
22 DONE IN OPEN COURT this \_\_\_\_\_ day \_\_\_\_\_, 2018.

23  
24 \_\_\_\_\_  
25 JUDGE/COURT COMMISSIONER  
26

1 Approved for entry and presented by:

Approved for Entry, Notice of Presentation  
Waived:

2 ROBERT W. FERGUSON  
3 Attorney General

4 



5 ANDREA M. ALEGRETT, WSBA #50236  
6 Assistant Attorney General  
7 State of Washington  
8 800 Fifth Avenue, Suite 2000  
9 Seattle, WA 98104-3188  
10 Telephone: (206) 389-3813  
11 Fax: (206) 587-5636  
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Badgley Mullins Turner PLLC  
19929 Ballinger Way, Suite 200  
Seattle, WA 98155

13 Attorney for Plaintiff State of Washington

Attorney for Defendants Taylor C. Kurth,  
Findmyseats, LLC, and Box Office Pros, LLC