

Date of Hearing: April 25, 2023

ASSEMBLY COMMITTEE ON PRIVACY AND CONSUMER PROTECTION

Jesse Gabriel, Chair

AB 8 (Friedman) – As Amended March 30, 2023

As Proposed to be Amended

**SUBJECT:** Ticket sellers

**SYNOPSIS**

*This bill proposes to enact three consumer protections for buyers of tickets to sporting, musical, theatrical, and other entertainment events in California.*

*First, the bill would ensure transparent pricing. Ticket sellers would have to display the total cost of a ticket, including all service charges and fees, before the ticket is selected for purchase. This requirement would put an end to so-called “drip pricing,” in which the initial seat price shown on a ticketing website or app is augmented by fees and surcharges during the purchase process. The bill would similarly prevent the ticket seller from arbitrarily increasing the price of the underlying ticket during the purchase process. These provisions are similar to those in legislation enacted last year in New York.*

*Second, the bill would end restrictions on the transfer of tickets once they are purchased. Before the advent of the smartphone, people who bought paper tickets to an event could generally give them away or sell them as they saw fit. That freedom has diminished. Electronic tickets often come with restrictions on transfer. A ticket may be completely non-transferable. Or an attendee may have to present their photo ID and the credit card used to purchase the ticket to gain entrance to a venue. In either case, if the original purchaser can no longer attend the event, they have no way to find someone else to go in their place. Even if tickets can be transferred, there may be costs involved. For example, tickets may be required to be resold on the same platform on which they were initially purchased, a transaction for which the platform operator extracts additional fees. This bill would ban such practices.*

*Third, the bill would require ticket sellers, for cellphone-free events, to provide printed tickets at the same price and for the same fees as charged for electronic tickets. This would enable attendees to avoid the inconvenience of having to check in their phones at such events.*

*Committee amendments, set forth below, remove a bill provision that has prompted the greatest opposition. It would have required significant disclosure of ticket availability and pricing at an event at least seven days before tickets first go on sale.*

*This measure is sponsored by Consumer Federation of California and California Public Interest Research Group (CalPIRG). It is supported by seven other nonprofit consumer organizations and four for-profit ticket sellers. The bill is opposed by a variety of ticket sellers and venue operators, including Live Nation Entertainment, a number of California sports franchises, and SAG-AFTRA and other groups representing musicians.*

*This bill will only be heard by this Committee if it first passes the Assembly Arts, Entertainment, Sports, and Tourism Committee, which is scheduled to hear the bill on the morning of April 25, 2023 (the same date it is scheduled to be heard in the afternoon by this Committee).*

**SUMMARY:** Requires transparent pricing and restriction-free transferability of tickets to sporting, musical, theatrical, or any other entertainment event. Specifically, **this bill:**

- 1) Defines the following terms:
  - a) “Platform operator” means a person or organization that is responsible for operating a marketplace that enables consumers to purchase, sell, and resell tickets.
  - b) “Primary contractor” means the person or organization that is responsible for the event for which tickets are being sold or an agent of that person or organization.
  - c) “Ticket seller” means a person who, for compensation, commission, or otherwise, sells or resells admission tickets to a sporting, musical, theatrical, or any other entertainment event—including a primary contractor or a platform operator.
- 2) Requires a ticket seller to disclose the total cost of a ticket, inclusive of all ancillary fees that must be paid in order to purchase the ticket, including, in a clear and conspicuous manner, the portion of the ticket price, stated in dollars that represents a service charge, fee, or other surcharge.
- 3) Requires the total amount due for the ticket to be displayed prior to the ticket being selected for purchase. Forbids the price from increasing during the purchase process after it has been selected, except for a delivery charge (reasonable for the method of delivery chosen) that must be disclosed to the purchaser prior to accepting payment.
- 4) Forbids the disclosure, required under 2), of the portion of the ticket price that represents a service charge, fee, or other surcharge from being false, misleading, or made with an intent to deceive. In particular, the disclosure cannot be presented more prominently or in the same or larger size as the total price.
- 5) Prohibits a primary contractor from doing any of the following:
  - a) Restricting by any means the resale of tickets, including tickets in a subscription or season ticket package.
  - b) Denying access to a ticketholder who possesses a resold ticket to an event based solely on the grounds that the ticket was resold.
  - c) Employing a paperless ticketing system unless the purchaser is given an option to purchase paperless tickets that the purchaser can transfer at any price, and at any time, and without additional fees, independent of the primary contractor. (An exception, for a method that does not allow for independent transferability, is provided if the purchaser is offered the option of an independently-transferable ticket at the time the ticket was initially purchased.)
  - d) Charging a different price for a ticket based on the form or transferability of the ticket.

- e) Using personally identifiable information obtained through a ticket transfer request for any purpose other than to facilitate that transfer. (An exception is provided if a commercial relationship exists between the ticket seller and the platform used to resell the ticket, and the buyer consents to receiving marketing communications from the ticket seller.)
- 6) Clarifies that nothing in 5) prevents a primary contractor from maintaining and enforcing any policies regarding conduct or behavior at or in connection with the venue, including revoking or restricting tickets for violation of venue policies, such as protection of patrons' physical safety, addressing fraud or misconduct, or preventing two persons from gaining admission to an event using the same ticket.
- 7) Defines "cellular phone-free event" as an event in which the organizer prohibits event attendees from retaining possession of their cellular phones during the event by collecting and securing their cellular phones, or by other means.
- 8) Requires a ticket seller who sells tickets to a cellular phone-free event to provide a printed ticket for sale at the same price and for the same fees as charged for a mobile or electronic ticket.

**EXISTING LAW:**

- 1) Defines a "ticket seller" as any person who for compensation, commission, or otherwise sells admission tickets to sporting, musical, theatre, or any other entertainment event. (Bus. & Prof. Code § 22503.)
- 2) Clarifies that the following are not ticket sellers for purposes of existing law:
  - a) An officially appointed agent of an air carrier, ocean carrier, or motor coach carrier who purchases or sells tickets in conjunction with a tour package.
  - b) Any person who sells six tickets or less to any one single event, provided the tickets are sold off the event premises, including, but not limited to, designated parking areas and points of entry to the event.
  - c) The person or organization responsible for the event for which tickets are being sold, or a seller of tickets operating under a written contract with this person or organization.
  - d) Any nonprofit charitable tax-exempt organization selling tickets to an event sponsored by the organization. (Bus. & Prof. Code §§ 22503.5, 22503.6, 22504, 22511.)
- 3) Requires that ticket sellers:
  - a) Maintain records of ticket sales, deposits, and refunds. (Bus. & Prof. Code § 22501.)
  - b) Prior to sale, disclose to the purchaser by means of description or a map the location of the seat or seats represented by the ticket or tickets. (Bus. & Prof. Code § 22502.)
  - c) Make any partial or full deposit refundable if received on a future event for which tickets are not available, except for a service charge of not more than 10 percent, until such time as tickets for the event are actually available. (Bus. & Prof. Code § 22506.)

- d) Provide a refund within 30 days for the ticket price of an event that is canceled. (Bus. & Prof. Code § 22507(a).)
  - e) Provide a refund, upon request, within 30 days, for the ticket price of an event which is postponed, rescheduled, or replaced with another event at the same date and time. (Bus. & Prof. Code § 22507(b).)
  - f) Provide that a local jurisdiction may require a bond of not more \$50,000 to cover required refunds. (Bus. & Prof. Code § 22507(d).)
  - g) Disclose that a service charge is imposed by the ticket seller and is added to the actual ticket price by the seller in any advertisement or promotion for any event by the ticket seller. (Bus. & Prof. Code § 22508.)
- 4) Prohibits a ticket seller from contracting to sell or accepting payment for tickets unless the ticket seller:
- a) Has lawful possession of the ticket;
  - b) Has a contractual right to obtain the ticket; or
  - c) Informs the purchaser, in a specified manner, that it does not have possession of the ticket, has no contract to obtain the offered ticket, and may not be able to supply the ticket at the contracted price. (Bus. & Prof. Code § 22502.1.)
- 5) Authorizes a ticket seller to accept a deposit from a prospective purchaser as part of an agreement that the ticket seller will make best efforts to obtain a ticket at a specified price or price range and within a specified time, provided that the ticket seller informs the purchaser, in a specified manner, of the terms of the deposit agreement and makes required disclosures. (*Ibid.*)
- 6) Prohibits a ticket seller from representing that it can deliver or cause to be delivered a ticket at a specific price or within a specific price range and fail to deliver the ticket a) within a reasonable time and b) below or within the price and range of prices stated. (Bus. & Prof. Code § 22502.2.)
- 7) Provides a private right of action to ticket purchasers for violations of 5) and 6). (Bus. & Prof. Code § 22502.3.)
- 8) Declares it unlawful for a person to intentionally use or sell software or services to circumvent a security measure, access control system, or other control or measure (including limits on the number of tickets a person can purchase) that is used to ensure an equitable ticket buying process for event attendees. (Bus. & Prof. Code § 22502.5)
- 9) Deems a violation of the chapter of the Business and Professions Code containing the provisions above to be a misdemeanor. (Bus. & Prof. Code § 22505.)
- 10) Requires a ticket seller to have a permanent business address from which tickets may only be sold and that the address be included in any advertisement or solicitation. Makes a violation of this requirement a misdemeanor punishable by imprisonment or a fine not exceeding

\$2,500 or by both, and provides for civil penalties of up to \$2,500 for violations. (Bus. & Prof. Code § 22500.)

**FISCAL EFFECT:** As currently in print this bill is keyed fiscal.

**COMMENTS:** Public frustration with the online ticket-buying experience continues to grow. Recent difficulties in online sales of concert tickets for Beyoncé, Bruce Springsteen, and Taylor Swift drew significant press attention. The U.S. Department of Justice has since opened an antitrust probe into Live Nation Entertainment, which is simultaneously the country’s largest online ticket retailer, an owner of many live entertainment venues, and a manager for numerous touring musicians. (Sisco, *DOJ probing Live Nation and Ticketmaster for antitrust violations*, Politico (Nov. 18, 2022), available at <https://www.politico.com/news/2022/11/18/live-nation-ticketmaster-antitrust-violations-taylor-swift-00069564>.) And, on January 24, 2023, the U.S. Senate Judiciary Committee held a hearing, entitled, “That’s the Ticket: Promoting Competition and Protecting Consumers in Live Entertainment,” in which Senator Josh Hawley, a Missouri Republican, accused Live Nation of “using [its] monopoly on the front end to create a monopoly in the resale market....” (Mark, *Senators on both sides accuse Ticketmaster of misusing its power*, Washington Post (Jan. 24, 2023), available at <https://www.washingtonpost.com/business/2023/01/24/taylor-swift-ticketmaster-senate-hearing/>.)

Whether or not meaningful federal antitrust action is taken against Live Nation, there is much that can be done at the state level to improve the ticketing experience for Californians. This bill is, in part, a response to President Biden’s 2023 call for eliminating junk fees: “hidden or unexpected fees that Americans pay each day that can total hundreds of dollars a month.” (The White House, *President Biden Highlights New Progress on His Competition Agenda* (Feb. 1, 2023), available at <https://www.whitehouse.gov/briefing-room/statements-releases/2023/02/01/fact-sheet-president-biden-highlights-new-progress-on-his-competition-agenda/>.) Per the White House, “Junk fees are not only costly to consumers, but they can stifle competition by encouraging companies to use increasingly sophisticated tools to disguise the true price consumers face. By reducing these fees and increasing transparency, we can provide relief to consumers and make our economy more competitive, particularly for new and growing businesses.” (*Ibid.*)

While there are statutes in the Business and Professions Code that regulate ticket sales, many of the protections offered are antiquated, addressing topics, like the advertised price for event tickets, that made more sense in a pre-Internet world. This bill presents a meaningful attempt to bring these protections up-to-date in a world in which most tickets are purchased online.

1) **Author’s statement.** According to the author:

Average ticket prices have more than tripled since the mid-‘90s, and the fees that are tacked on to each ticket can be as high as 78% of the ticket price. While consumers are certainly feeling the pinch, ticket retailers are doing fine. Just last month Ticketmaster/LiveNation announced record profits, reporting a 2022 operating income up 125 percent from pre-pandemic levels to \$732 million, and revenue up 44 percent to \$16.7 billion.

The California laws governing ticket retailers were passed before the internet even existed—a fact that’s become exceedingly clear as mega ticket sellers and resellers have used those rules to rip-off consumers eager to see their favorite artists. We need to make sure artists,

performers, and venues can reach fans and sell tickets in an easier and more transparent way. We also need to update the law for how tickets are sold today.

We can keep the entertainment industry thriving in California, and protect the consumers at the same time. AB 8 adds important new consumer protections and transparency.... [In particular,] AB 8 will protect all consumers from all types of ticket brokers. Current law only regulates “secondary ticket brokers” but exempts “primary ticket brokers” and doesn’t include secondary ticket sellers or resale platforms.

2) **Three key terms, and a note regarding this bill.** This bill uses three defined terms that ought to be understood in order to understand what this bill would do.

The first term is “primary contractor.” A primary contractor is the person or entity that is mainly responsible for putting on an event, such as a concert, sporting event, or play, for which tickets are being sold. The primary contractor could be a concert promoter organizing a festival, the venue at which a rodeo will be held, a musician, a sports team, or a theater production company.

The second term is “platform operator.” A platform operator is, generally speaking, an entity that operates an online platform where event tickets are bought and sold, such as Live Nation, SeatGeek, and so forth.

The third and final term is “ticket seller.” A ticket seller is a person or entity that sells or resells tickets to events. Crucially, the term is defined to include both primary contractors and platform operators, so that this bill captures situations when the same entity fills two or three of these roles in the same transaction. For example, the National Football League might organize a playoff game (primary contractor) for which it sells the tickets (ticket seller) on its own app and website (platform operator).

Finally, one note regarding a point that might confuse some readers. The text of the bill in print **appears** to create an entirely new Chapter, entitled “Ticket Sellers,” in the Business and Professions Code. This is not the case; there is already such a Chapter in the Code, which contains a number of provisions regulating ticket sales. This bill would preserve most of these existing provisions, but merge them with this bill’s new provisions. For example, under this bill, current Business and Professions Code Sections 22503.6, 22504, and 22511 would be merged into a single subdivision, proposed Section 22500(b). Given all of this consolidation, the Office of Legislative Counsel apparently decided the simplest thing to do would be to recodify the existing Chapter in this bill.

3) **Consumer protection #1: Transparent pricing.** This bill would require tickets sellers to display the total cost of a ticket, including all service charges and fees, before the ticket is selected for purchase. This requirement would put an end to so-called “drip pricing,” in which the initial seat price shown on a ticketing website or app is augmented by fees and surcharges during the purchase process.

As explained by the author:

[T]he bill requires transparent pricing. Don’t you hate it when you go online to buy a ticket to an event and you are told that the ticket price is \$50 each, and then you select two tickets and click over to the next page and those 2 tickets that you thought would be \$100 are now \$130 because of a \$15 per ticket “service fee”. One more click to the next page to complete your

order, and, adding insult to injury, they tack on another \$5 to the cost for an “order processing fee”. Couldn’t they have just told you upfront that the tickets would have cost \$135?

AB 8 will require that the full price of a ticket including all fees be provided to the consumer before they put their purchase in their online shopping cart for tickets sold by both primary and secondary ticket sellers. It will also require platforms, both original sale and resale, to disclose an exact location (section, row, seat number) of the tickets.

The bill would similarly prevent the ticket seller from arbitrarily increasing the price of the underlying ticket during the purchase process, apparently in response to reports such as that “[d]uring the recent Springsteen on-sale, fans saw \$400 tickets become \$5,000 right before their eyes,” (Greene & Millman, *Springsteen Fans Raged Over Ticket Prices. Experts Say There’s No Easy Fix*, Rolling Stone (Aug. 2, 2022), available at <https://www.rollingstone.com/music/music-features/bruce-springsteen-ticket-controversy-1391011/>.)

There does not appear to be significant opposition to this fee transparency provision. New York enacted similar legislation in 2022. (Zhan, *New York is Finally Making Ticket Prices More Transparent*, Vulture (Jun. 30, 2022), available at <https://www.vulture.com/2022/06/new-york-senate-bill-s9461-ticket-price-transparency.html>.)

4) **Consumer protection #2: Ending restrictions on ticket transfers.** Before the advent of the smartphone, people who bought paper tickets to an event could generally give them away or sell them as they saw fit.

That freedom has diminished. Electronic tickets often come with any variety of restrictions on transfer. A ticket may be completely non-transferable. Or an attendee may have to present their photo ID and the credit card used to purchase the ticket to gain entrance to a venue. In either case, if the original purchaser can no longer attend the event, they have no way of giving the ticket to a friend or family member, or selling it to someone else who might want to attend. And even if tickets can be transferred, there may be costs involved. For example, tickets may be required to be resold on the same platform on which they were initially purchased, a transaction for which the platform operator extracts additional fees.

This bill would eliminate restrictions on the transfer of tickets once they are purchased. As explained by the author:

AB 8 also provides clarity on the transferability of tickets. [...] Consumers are facing an increasing number of restrictions placed on tickets that they have rightfully purchased. For any given event, primary ticket sales are typically done exclusively by one of a handful of large companies. These companies are not only in the primary ticket selling business, most are also in the secondary or resale ticket business as well. Their dominance in the primary market gives them incredible ability to use technology or terms and conditions to dictate to consumers how tickets can be used, whether or not they can be transferred, given away or resold, and on which platforms these transactions can occur.

This unfairly limits consumer choice and competition in the industry. It empowers ticket sellers over consumers. Under AB 8, consumers will be protected from discriminatory, anticompetitive, and deceptive practices that make it harder to buy, resell, and use tickets.

Live Nation, a bill opponent, argues that restrictions on ticket transfer can be pro-consumer:

We now have secure digital ticketing technologies that allow the content creators to manage both the initial (or “primary”) ticket sale and resale. They are broadly utilized in sports; for example, the NFL Ticket Exchange. There is growing use of them in music, where more and more acts are using resale tools and new technology like fan-to-fan face value exchanges to keep ticket prices down and give all fans a fair shot at affordable seats. Pearl Jam pioneered this approach and acts like Queen, The Cure, and Paramore have done the same in recent years. In Washington, DC, this summer, Foo Fighters and dozens of other global stars are appearing at a small 450 seat club with all tickets priced at \$44 and made available through a fan lottery. Managed resale—undeniably in the interests of event presenters and fans—is categorically outlawed by AB 8 in its current form. If, for example, a small club in California wanted to sell low priced tickets through a fan lottery, it would be unable to do so. The Cure could not restrict transfers to face value, fan-to-fan exchanges for their California shows.

These examples are notable and heartwarming. But they are not the norm. The norm is for electronic tickets to come with digital restrictions that were not present with paper tickets. It also bears mention that the problems with the sale of Taylor Swift’s concert tickets last fall occurred for people attempting to use Ticketmaster’s “Verified Fan” program, a program of the type described above, “which...is meant to keep tickets in the hands of fans rather than resellers.” (Bowley, *Lawmakers Criticize Ticketmaster After Taylor Swift Presale Snags* (Nov. 18, 2022), available at <https://www.nytimes.com/2022/11/16/arts/music/taylor-swift-ticketmaster-eras-tour.html>.)

Opponents raise the possibility that freely-transferable electronic tickets might empower sellers of fraudulent tickets. Live Nation writes, “The introduction of digital ticketing has greatly eliminated ticket fraud, while increasing safety and venue efficiency.... Turning back the clock on these innovations blocks yet another tool artists and venues use to fight back against scalping.” It is unclear, however, why primary contractors could not provide an online mechanism for a person to verify the authenticity of a ticket; after all, venues are able to verify a ticket’s authenticity when one shows up for an event.

Bill opponents also argue that free transferability would empower secondhand sellers at the expense of musicians, sports teams, and other performers. A coalition consisting of four California sports franchises—the Golden State Warriors, Los Angeles Rams, San Francisco 49ers, and San Jose Sharks—contends:

Preventing the ability to limit resale merely allows the secondary/broker market to buy tickets to flip for a profit, limiting the ability of the average fan to purchase those tickets on the primary market and forcing that fan to pay a markup on the secondary market. Popular performing artists and teams have a vested interest in ensuring that moderately-priced tickets are available to consumers of all economic means at face value and cannot be marked up to the detriment of ordinary consumers. Simply put, stripping event presenters of the ability to control transferability of their tickets directly harms, rather than helps, consumers.

It is difficult to accept the underlying premise of the last sentence: that consumers are well-served by the current system. As Live Nation argues above, some well-meaning musicians or sports teams do indeed provide affordable tickets that are accompanied by digital restrictions preventing transfer or resale for a profit. Again, these cases are the exception, not the norm. Many people, if given the option between (i) a system in which they might get an affordable



ticket from a pool made available by their favorite musician or sports team, or (ii) a system in which they are certain the ticket they purchase is priced transparently and is freely-transferable, would probably choose the latter, even if the ticket costs more. Certainty is valuable. *TIME* recently described Ticketmaster’s “Verified Fan” program as follows: “Although the new system was meant to make the ticket-buying process more streamlined, many fans are saying they are not able to get verified and can’t get tickets to the presale. They either have to find tickets from resellers or just not go at all.” (Mendez, *Why Ticketmaster's Verified Fan System Is Giving Taylor Swift Fans a Major Headache—and How to Actually Find Tickets*, *TIME* (Nov. 17, 2022), available at <https://time.com/6233959/ticketmaster-taylor-swift-verified-fan/>.)

Nothing in this bill prevents primary contractors from pricing tickets at the amount the tickets are worth, and would command, on the open market. If performers are afraid that resellers will mark up tickets and capture profit that should have gone to performers in the first place, they are free (just as they are now) to increase the face value at which they initially sell their tickets.

**5) Consumer protection #3: Paper tickets for cellphone-free events.** Some venues prevent attendees from bringing cellphones to certain events, perhaps to stop illegal recording or else to prevent disruptions caused by ringing phones. This bill would **not** require venues to allow cellphones. But it would require ticket sellers, for such events, to provide printed tickets for sale at the same price and for the same fees as charged for electronic tickets. This would enable attendees to avoid the inconvenience of having to check in their phones at such events.

**6) Are bots the real issue?** Bill opponent AXS Group LLC contends that this bill is misplaced, and that the real issue facing consumers are automated software programs, commonly known as “bots,” that snap up tickets as soon as they are put on sale, far more quickly than any human can. AXS writes:

While purporting to protect fans, AB 8 also misses the opportunity to address existing weaknesses of the law that are not working and being roundly abused.

In 2018, California prohibited the use of a bot to deceive someone in order to incentivize a purchase or sale of goods or services in a commercial transaction. (B&P Code 17941). AB 8 simply provides that it will remain a misdemeanor for a person to intentionally use or sell software or services to circumvent a security measure, access control or other control or measure that is used to ensure an equitable ticket buying process for event attendees. However, simply passing anti-BOT language isn’t enough, as evidenced by the fact that the continued use of BOTS by ticket resellers is rampant. California also needs to take the use of BOTs and other deceptive means seriously, beginning with enforcing laws already on the books. Existing law needs to be amended to protect fan access to tickets in the primary market and address nefarious ticket reseller activity and attach serious penalties that create a meaningful financial disincentive for bad actors engaging in this activity. The current penalties of \$2,500 per violation and current enforcement activity are clearly not working. For example, tickets to recent Beyoncé concerts (that were being listed on resale platforms before the tickets had even been priced, created or gone on sale to the public) were being offered for more than \$20,000 per ticket. A \$2,500 fine would be far less than the \$20,000 ticket price (or even the additional \$6,400 service fee on the ticket being charged by the reseller) and serves as no meaningful deterrent to the use of BOTS. The punishment must fit the crime in order to have any meaningful disincentive to using BOTS.

Nothing in this bill prevents the author from adding anti-bot provisions; they would likely be perfectly consistent with the bill's existing provisions. Doing so might strengthen this bill's consumer protections even further. What is unclear is why reducing the use of bots would render the other provisions of this bill unnecessary. Transparent pricing and transferable tickets are worthwhile and valuable to consumers, irrespective of whether ticket buyers face less competition from bots when buying tickets.

7) **Committee amendment—removing the most controversial aspect of this bill.** The portion of this bill that has drawn the greatest opposition is a provision requiring primary contractors to disclose, no fewer than seven days before tickets to an event are first put on sale, the total number of tickets to be sold and how they will be priced. This measure appears motivated by concerns that relatively few tickets to highly-desirable events are being offered to the general public, with significant numbers being sold by other means and/or withheld on the initial sale date in order to drive up prices.

California Capitol Venue Coalition, representing independent entertainment venues in Sacramento, explained practical difficulties with this provision:

A venue does not have total control over ticket allotments. The venue can set a maximum on tickets sold in compliance with their legal capacity. Once that capacity is set, the agent (on behalf of the artist) controls prices and allocation. This means that if a certain number of tickets have been allocated to the artists' official fan club for example, the venue cannot accurately disclose how many tickets are available 7 days prior to the event. This measure would hold the venue accountable as the "Primary Contractor" and therefore the venue will be penalized for something outside of its control.

A coalition of four California sports franchises—the Golden State Warriors, Los Angeles Rams, San Francisco 49ers, and San Jose Sharks—also objected to this provision:

The proposed disclosure within seven days of an event and regulation of ticket holdbacks are impossible to implement and would have severe consequences for certain local and municipal governments, sports teams, entertainers, and concert venues. These provisions would adversely affect existing contractual agreements with tenants and consumers and would decrease seat license sales that are used to pay for the world-class venues located in California. As a second example, concerts may be set well in advance of seven days, but the actual inventory can change on less than seven days' notice due to stage builds. Because every venue is different and stage designs are hard to adapt, there are often sections of seats that cannot be sold or have to be sold for a cheaper price based on visibility.

In response, Committee amendments would remove this provision, while preserving the bill's other consumer protections, outlined above:

~~**22505.** (a) Not fewer than seven days before the date on which tickets for an event are made available for sale, a primary contractor shall clearly and conspicuously disclose all of the following on both the primary contractor's internet website and at the box office of the venue where the event will be held:~~

~~(1) The total number of tickets that will be offered for sale.~~

~~(2) The date or dates on which tickets will be offered for sale.~~

~~(3) The number of tickets that will be offered for sale on each date described in paragraph (2).~~

~~(4) For each tranche of tickets disclosed pursuant to paragraph (3), how those tickets will be priced, including the number and total cost of tickets that are offered at a set price and the number and range of total cost of tickets that are dynamically priced.~~

~~(b) If tickets are not made available for sale more than seven days before the event takes place, a ticket seller shall comply with this section by making the required disclosures at least 24 hours before tickets are made available for sale.~~

8) **Related legislation.** SB 785 (Caballero, 2023) would update laws regulating ticket sales by establishing new categories of ticket sellers, establishing requirements for different categories of ticket sellers, and increasing penalties for violations of rules governing ticket seller operations. Status: Senate Judiciary Committee.

SB 829 (Wilk, 2023) would prohibit an exclusivity clause in a contract between a ticket seller and primary entertainment facility operator, where the primary ticket seller is the exclusive ticket seller for the operator of the entertainment facility. Status: Senate Judiciary Committee.

AB 1556 (Friedman, Chap. 180, Stats. 2021) required, for cancelled events, that a refund be made within 30 calendar days of the cancellation. It further required a ticket price at any event which is postponed, rescheduled, or replaced with another event at the same date and time be fully refunded to the purchaser by the ticket seller upon request within 30 calendar days of the refund request.

AB 1032 (Quirk, Chap. 105, Stats. 2019) bolstered anti-bot provisions enacted by AB 329, described below, by clarifying that “a control or measure used to ensure an equitable ticket buying process” includes limits on the number of tickets that a person can purchase.

AB 329 (Pan, Chap. 325, Stats. 2013) made it a misdemeanor to intentionally use or sell software to circumvent a security measure, access control system, or other control or measure on a ticket seller’s Internet Web site that is used to ensure an equitable ticket buying process.

***ARGUMENTS IN SUPPORT:*** A coalition of nine nonprofit consumer organizations, including bill sponsors CalPIRG and Consumer Federation of California, explains the need for this bill:

Whether purchasing tickets for a concert or sporting event, more and more consumers are finding themselves misled by hidden fees and other unfair tactics that can make it hard to find the true price of a ticket, and faced with limits on consumer control over what they can do with their own ticket once purchased. Transparency is critical to ensure a fair marketplace. Consumers need to know what they are paying for, and how much, up front in order to make informed purchases. Yet ticket sellers have gotten away with including hidden fees, unclear seat location information, and murky refund policies for many of their ticket sales. By not revealing the full price of the ticket—including fees—upfront, ticket vendors are misleading consumers and trying to make comparison shopping more difficult, frequently requiring them to pay fees that are up to 27-30% more than the advertised price.

***ARGUMENTS IN OPPOSITION:*** AXS Group LLC argues against free transferability of tickets on the grounds that this feature will benefit resellers, not consumers:

Teams, artists and venues (not ticket brokers and resale platforms) who produce and present the entertainment events are the parties best situated to determine how tickets to their events (which are their intellectual property, their physical property, and their investment, not the brokers or resellers) may be sold. Moreover, rather than benefit consumers, AB 8 will simply expose them to price gouging and prevent the use of technologies designed to provide fans access to face value tickets and technologies allowing for face value transfer. When a reseller thinks of ticket pricing, they only have profit in mind. When artists think of ticket pricing, it is the fan who is front and center.

**REGISTERED SUPPORT / OPPOSITION:**

**Support**

California Public Interest Research Group (CalPIRG)(co-sponsor)  
Consumer Federation of California (co-sponsor)  
California Association for Micro Enterprise Opportunity (CAMEO)  
California Low-income Consumer Coalition  
Consumer Federation of America  
Consumer Reports  
Consumer Watchdog  
East Bay Community Law Center  
Housing and Economic Rights Advocates  
Seatgeek  
Stubhub, Inc.  
Tickpick  
Vivid Seats LLC

**Opposition**

AXS Group LLC  
Bay Area Council  
Black Music Action Coalition  
California Capitol Venue Coalition  
Future of Music Coalition  
Golden State Warriors  
Live Nation Entertainment, Inc.  
Los Angeles Angels  
Los Angeles Dodgers LLC  
Los Angeles Rams  
Music Artists Coalition  
Music Workers Alliance  
National Independent Venue Association of California (NIVA-CA)  
Oakland Athletics  
Recording Academy  
SAG-AFTRA  
San Diego Padres  
San Francisco Baseball Associates LLC (dba San Francisco Giants)  
San Francisco Forty Niners  
San Jose Sharks

Songwriters of North America  
Union of Musicians and Allied Workers

**Analysis Prepared by:** Jith Meganathan / P. & C.P. / (916) 319-2200