

STATE OF ILLINOIS)	
SS:)	
COUNTY DEPARTMENT)	
)	
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS)	
COUNTY DEPARTMENT-CHANCERY DIVISION)	
)	
PIERRE PETRICH, individually and)	
on behalf of all others similarly)	No. 00 Ch 11424
situated,)	Hon. Lester D. Foreman
Plaintiff,)	
vs.)	
MCY MUSIC WORLD, INC. a Delaware)	
corporation, SFX ENTERTAINMENT,)	
INC., a Delaware corporation,)	
ROUTE 66 RACEWAY, LLC, and J.C.)	
CHASEZ, LANCE BASS, CHRIS)	
KIRKPATRICK, JUSTIN TIMBERLAKE)	
and JOEY FATONTE d/b/a N'SYNC,)	
Defendants.)	

REPORT OF PROCEEDINGS had at the hearing of the above-entitled cause, before the Honorable LESTER D. FOREMEEN, Judge of said court, on Wednesday, the 12th day of December 2001, at the hour of approximately 2:00 p.m.

APPEARANCES:

MR. CLINTON A. KRISLOV and MR. WILLIAM M. SWEETNAM appeared on behalf of the Plaintiff;

A sharp analysis of the plaintiff's complaint clearly indicates that it's directed toward the defendants having allegedly sold an excessive number of tickets for admission to an event in relation to the available accommodations in respect to the concert venue itself and the parking facilities. And I add immediately here the fact that I understand that every person who bought a ticket had to pay \$3 for parking.

The complaint, particularly deals with the alleged limitation of the road access so as to in fact make it physically difficult if not almost impossible for the patrons or the plaintiff in this case to arrive at the site and to attend making use of reasonable means of transportation. The result of this is the alleged impassible roads, which prevented the plaintiff and the representative class from perhaps availing themselves of the entertainment for which they're being charged. And as I said before, I think it is significant that the admission charge contained the add on of a parking Charge.

Viewing the complaint in a light most favorable to the pleader, the allegations are that the defendants knew or should have known of these consequences. Conversely, the defendants point out the fact that heavy traffic is to be expected by attendees of events of this size, but the thrust of the plaintiff's complaint is that this was a totally unreasonable condition even in light of the nature of the event and what might have been expected.

Of the plaintiff's complaint of course I find the most viable count, if it's viable, to be the count with regard to the breach of license agreement which in effect is an assertion of breach of contract.

The defendants take the position that the principle here is that the admission ticket is nothing more than a limited right to enter upon the land of another person or entity for a very limited

purpose. The general principle and the statement on the reverse side of the ticket and even in its most minute detail is in the minds of the defendants nothing more than a revocable license. In fact, as is said in one of the pleadings, this license is nothing more than a right to enter or simply a claim check to a seat, or I guess someone said just instructions to the doorkeeper to admit the holder. As I put it in plain language, admit one and that is it.

The defendants take the position that no more no less the fact that you by attendance for a specific event at a set time, a set date such as in this case even though it had postponed for another date from a weekend to a week date, in one word this is really a situation which in my opinion reduced to it's lowest terms is a question of access.

I think that to characterize the defendant's position with regard to the ticket holder's status, the ticket holder has a privilege or entitlement to the events and it's just truly a situation of you pay your money and you get a ticket, as long as the production isn't canceled, the purchaser got what the purchaser paid for. The fact that you might not have been able to get there in time or the fact that there may have been some circumstances that prevent you from being there, if in fact you availed yourself of reasonable transportation, that isn't the business of the seller of the ticket.

This Court has come to the conclusion as I've said before in forging new frontiers, that in the absence of a contrary precedent, the ticket seller has to go further. The buyer is entitled to more. To put it most succinctly, I don't believe that the relationship begins and ends at the ticket window so long as the performance takes place.

The tickets here with all at their minute stipulations in the minds of the defendants limits the ticket seller's responsibilities. And I would say that be true if they had acted in a reasonably satisfactory condition in providing the patrons with essential information, common reasonable access to the performance, and such warnings as would be commiserate with the location, attendance and conditions surrounding the event all of which I must particularly attribute to being peculiarly within the sole knowledge of the ticket seller and those associated with the ticket seller Not to parrot the words of some of the persons who have argued here this afternoon, in short, these are not dessert island displays to which patrons are required to diverse inordinate courses irrespective of impediments in order to get what the ticket purportedly offers.

In the absence of contrary authority, it's the opinion of this Court that the seller and those associated with the seller are required to investigate and evaluate the location of the performance site in relation to its position in consideration of the massive attendees, the vastness of their numbers and the accommodations being provided both inside and outside the venue.

As I have already indicated, I think that any information that may exist regarding the difficulty or unusual difficulty associated with entry must be made available to the purchaser of the ticket. And if such information exists, it certainly is within the knowledge of the ticket seller and those associated with the ticket seller. The ticket seller chooses the venue, knows how many tickets have been sold, knows what the conditions are with regard to access, public transportation, means of getting to the event, what the parking facilities are. And so if in fact, and I underscore the word if in fact, it should be apparent to the ticket seller of possible difficulty with regard to accessing the venue, I believe that there is a contractual obligation on the part of the ticket seller to make that information available to the purchaser.

In a sense what I'm saying is that the ticket seller is just not performing in a solo fashion. On the other hand -- or, with regard to that solo performance, I don't think the seller can just say I've got your money here's your ticket and good-bye. Instead contractually there's a certain harmony between the ticket seller and the purchaser which encompasses a number of criteria; the sale of the ticket, reasonable access or approach to the venue, a fair opportunity to witness the event, and more importantly being informed of any hazards or foreseen prospects that could adversely impact upon any of these other elements.

I'm aware of the fact that the defendant's contended in light of the legal relationship between the parties that undertaking the responsibilities I've just referred to, places an unconscionable or unrealistic or perhaps unreasonable burden upon the ticket seller. I don't agree with that. Recognizing the fact that if such information exists, it is within the purview and the knowledge of the ticket seller. I believe that the ticket seller has a duty to in fact provide that information to the purchaser. I conclude that doing so would not be a costly adventure for the seller nor would it be unreasonably troublesome.

I would suppose that taking everything I've said up to this point you could congeal that into one word, and that is access. I thought it might be wise to look at the dictionary definitions of what access means, and so I consulted Webster's New World Dictionary, the 1967 edition. And at Page 8, the word access is defined as, quote, "a way or means of approach." Likewise the word accessible is defined as usable for access or capable of being reached.

In Roget's Thesaurus, Roman Numeral II, the new thesaurus, third edition, accessible means, quote, "Being within easy reach and available for use or open." I'm well aware of the argument of the defendants, that being that this is a limited license and having purchased a ticket, the seller makes no assurances nor assumes any responsibility concerning transportation or access. And therefore the ticket seller or promoter merely sells the ticket and puts on the event and it's tip to the attendees to make it to the event notwithstanding any difficult limitations in access, remoteness or inability of the ticket holder to learn of inaccessibility in advance.

So it would be the defendant's position that once the ticket is sold and if the event is created, that's all the ticket seller had to do. In support of defendant's position, they take the tact that no other form of accommodation is to be found in the law where a concert promoter provides the ticket to the customer. I take this as meaning that the ticket seller is placed in a very secure position leaving the patron with nothing more than what it pays for, substantial expenditure, and the hope that the event is geographically accessible.

I don't want my position to be misconstrued to the extent that I am placing the seller in the posture of being an insurer for the patrons attendance, but I do take the position that the patron must be dealt with fairly; and the seller if such information exists, should share that information with the patron, the absence of which would make it unreasonably difficult to access or secure attendance at the event.

All these remarks must be taken in the context that if you have to compare the availability and the knowledge of any impediments, those should certainly be within the peculiar knowledge of those who are responsible for conducting the event. I cannot believe that the promoters of an event and the seller of the tickets knowing the extent to which events of this type are attended, that the ticket sellers cannot be held responsible for evaluating and having knowledge as to the prospects of what the absence of adequate traffic control will result in.

As I've already said, the seller of the tickets choose the venue. They know the number of tickets that are being sold. Even if they anticipate that everyone who buys a ticket is not going to be present, they certainly are in a position to anticipate the size of the attendance in relation to the size of the facility. They are able to know of the location of the venue in relation to routes of access, they know at the availability of public transportation, they certainly know the availability of parking and questionably are informed with regard to ingress and they have the ability to provide traffic control. Very succinctly what I'm saying is warnings that may become reasonable under those conditions are part of the contract between the parties.

Here, allegedly a large number of people bought tickets, whether it be 47,000, 50,000 or 60,000. If in fact there is limited access roads, if there is questionable traffic control, if there is slow traffic control in the parking lots, those conditions cannot equate with full performance by the ticket seller. I, think that just as it can be expected that the ticket seller and the promoters of events such that we are dealing with here had a contractual obligation to provide security for the safety

and protection of a large anticipation attendance once they had in fact gained access to the venue. Likewise, there was a commiserate obligation existing to afford reasonable traffic control to assure timely ability to attend the event again assuming that such information was available.

In order to maintain this purported cause of action, the plaintiffs, the purported class, has made many allegations. What they can prove in relation to what they allege leaves a vast area of unknown. Many open questions exists, but at this stage I am just dealing with the posture of the pleadings and I must construe those pleadings in a light favorable to the plaintiff. And so I have concluded that the plaintiffs have stated a cause of action for breach of a license agreement.