

STATE OF MICHIGAN
IN THE 30TH JUDICIAL CIRCUIT COURT FOR THE COUNTY OF INGHAM

THE PEOPLE OF THE STATE OF
MICHIGAN,

Petitioner,

No. 25-450 -CP

v

HON. MORGAN E. COLE

MTVRS, LLC,

Respondent.

Darrin F. Fowler (P53464)
Lauren M. Rogers (P82926)
Assistant Attorneys General
Michigan Dep't of Attorney General
Corporate Oversight Division
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30th Circuit Court
Clerk

ASSURANCE OF VOLUNTARY COMPLIANCE AND DISCONTINUANCE

Dana Nessel, Attorney General of the State of Michigan, on behalf of the State of Michigan ("Petitioner") and MTVRS, LLC ("Respondent"), hereby execute and agree to be bound by this Assurance of Voluntary Compliance and Discontinuance. This Assurance concerns the resolution of alleged violations of the Michigan Consumer Protection Act, 1976 PA 331, as amended, MCL 445.901 *et seq.* ("MCPA").

Based on the foregoing, the Parties agree as follows:

I. Jurisdiction

1.1 The Department of Attorney General (“the Department”) has jurisdiction over the subject matter of this Assurance pursuant to MCL 445.905 and 445.910. Respondent waives all objections and defenses that it may have as to the jurisdiction of the Department over the matters covered by this Assurance.

II. Definitions

2.1 “Assurance” means this Assurance of Voluntary Compliance and Discontinuance.

2.2 “Booking Service Fee” means the additional fee charged by MTVRS to consumers.

2.3 “COD” means the Michigan Department of Attorney General, Corporate Oversight Division.

2.4 “NIA” means the Notice of Intended Action issued on September 24, 2025.

2.5 “Parties” means COD and Respondent, collectively.

2.6 “Respondent” means MTVRS, LLC whether doing business under any other assumed name or acting through Ryan [REDACTED], employees, contractors, or any other business entity.

2.7 “Respondent Websites” collectively means the websites operated, and/or managed by, or on behalf of MTVRS, LLC related to tourist attractions in the

State of Michigan including www.fortmackinactickets.com and www.mackinacticketing.com.

2.8 “Ticket or Tickets” refers to a physical or digital means, including a QR code, that allows a consumer access to a tourist attraction.

2.9 “Tourist Attraction” means a place, activity, or service of interest to consumers that requires a ticket for access.

2.10 All other terms shall have the meaning specifically defined in the MCPA.

III. COD Investigation of Respondent

3.1 Respondent is a limited liability company created under the laws of the State of Texas. In August 2025, COD received a report from the Director of Mackinac State Historic Parks, that visitors were seeking access to Fort Mackinac with no ticket, having only an email from www.fortmackinactickets.com. These visitors reportedly were not able to locate a valid ticket despite having paid for tickets. The Director stated that his agency had not authorized www.fortmackinactickets.com or MTVRS, LLC to sell Fort Mackinac tickets.

3.2 COD’s investigation located an additional website www.mackinacticketing.com, which was selling ferry tickets to Mackinac Island. An employee of Shepler’s Ferry confirmed that the schedule on the website was a copy of their schedule and that they too had encountered visitors seeking to board the ferry without a ticket, having only an email from www.mackinacticketing.com.

3.3 COD determined there was probable cause to believe Respondent was engaging in deceptive trade practices made unlawful by the MCPA. As a result, COD submitted a Notice of Intended Action to Respondent which detailed COD's concerns regarding Respondent's business practices.

3.4 Respondent is offering this Assurance to avoid the time and expense of litigating COD's concerns. This Assurance, and COD's acceptance of it, does not constitute an admission of any wrongdoing by Respondent.

3.5 In entering into the Assurance, the mutual objective of the Parties is to resolve, without litigation, COD's potential claims under the MCPA for preliminary and permanent injunctive relief, as well as the potential claims for payment of damages and reimbursement of COD's costs and expenses related to COD's enforcement action. The entry into this Agreement by Respondent is not an admission of liability with respect to any issue addressed in this Agreement, nor is it an admission of any factual allegations or legal conclusions stated or implied herein.

IV. Parties Bound

4.1 This Assurance binds Respondent, whether acting through associates, owners, principals, officers, directors, employees, representatives, successors or assigns, or through any other subsidiary, corporation, assumed name or business entity. Respondent is responsible for compliance with the terms of this Assurance, and must ensure that all of Respondent's employees, agents and representatives comply with the terms of this Assurance.

V. Implementation of Compliance Measures

5.1 Respondent shall immediately cease and desist hosting and/or supporting all websites advertising tickets to Michigan tourist attractions including, but not limited to www.fortmackinactickets.com and www.mackinacticketing.com. Further, Respondent shall not create any new websites for other Michigan tourist attractions or ticketed events in Michigan of any kind. From the Effective Date forward, Respondent will not initiate or participate in any new sales with Michigan consumers for tickets being offered to tourist attractions in other States through other websites not affected by this Agreement. Nothing in this Assurance, however, shall be construed as relieving Respondent of the obligation to make any refund payments owed to consumers.

VI. Financial Obligations

6.1 Respondent shall make a payment to the State of Michigan in the amount of \$500 within fourteen days of the Effective Date. The payment shall be by certified check or money order payable to the "State of Michigan" and sent to Darrin Fowler, Assistant Attorney General, Corporate Oversight Division, P.O. Box 30736, Lansing, MI 48909.

6.2 Upon the Effective Date of this Assurance, the Attorney General shall invite consumers who allege they purchased tickets through Respondent's websites and did not receive them, to submit claims for reimbursement. Respondent shall cooperate with COD in resolving any questions arising from these consumers' claims and will provide COD with documentation, upon request, to the extent such

information may reasonably assist in determining the reimbursement obligation and/or amount.

6.3 Respondent shall make a restitution payment of 150% of any consumer's actual expense upon the Attorney General's good faith determination that the consumer did not receive a ticket and that no charge back had previously been effectuated.

6.4 All restitution and reimbursement payments required by this Assurance shall be made directly by Respondent by sending a check payable to the consumer in the amount specified in sections 6.2 and 6.3. These payments shall be sent via the United States Postal Service in an envelope clearly identifying the sender as the Respondent. The mailings shall be addressed to the consumers at the addresses specified by COD, or the consumer's last known address if no address is specified by COD.

VII. Release

7.1 Upon the Effective Date, COD hereby releases and discharges Respondent and any of its parent entities, affiliates, subsidiaries, predecessors, successors or assigns, and each and all of its past or present officers, directors, associates, shareholders, controlling persons, representatives, employees, attorneys, counselors, advisors, or agents, from any and all civil or administrative claims, demands, rights, actions, causes of action, and liabilities, of any kind or nature whatsoever, that are based directly or indirectly on the Attorney General's consumer protection investigation as identified in the aforementioned NIA,

including the alleged acts, failures to act, omissions, misrepresentations, facts, events, transactions, statements, occurrences or other subject matter which were or could have been set forth, alleged, complained of or otherwise referred to in the NIA. Nothing herein shall be construed as a waiver or release of claims asserted or that may be asserted by individual consumers, other divisions of the Attorney General's office, or other state or federal agencies.

VIII. General Provisions

8.1 This Assurance is binding upon, inures to the benefit of, and applies to the Parties and their successors-in-interest. This Assurance does not bind any Division of the Michigan Department of the Attorney General other than COD, or other agencies, boards, commissions or offices of the State of Michigan.

8.2 This Assurance does not create any private right or cause of action to any third party.

8.3 This Assurance does not constitute an approval by the Attorney General of any of Respondent's business practices and Respondent must not make any representation to the contrary.

8.4 No modification of this Assurance is valid unless in writing and signed by all Parties.

8.5 Within seven business days of the Effective Date of this Assurance, COD will file a copy of this Assurance with the Ingham County Circuit Court, as described in MCL 445.906(2).

8.6 Unless a temporary restraining order is sought, COD will make reasonable efforts to provide written notice in the event that COD believes

Respondent to be in noncompliance with any provision of this Assurance, setting forth the basis for such belief.

IX. Signatories, Execution in Counterparts, and Electronic Signatures

9.1 Each undersigned individual represents and warrants that he or she is fully authorized by the Party he or she represents to enter into this Assurance and to legally bind such Party to the terms and conditions of this Assurance.

9.2 This Assurance may be executed in counterparts, each of which is deemed an original hereof, but which together constitute one and the same instrument and agreement, and that facsimile or electronically-transmitted signatures may be submitted in connection with this Assurance and are binding on that Party to the same extent as an original signature.

X. Effective Date

10.1 The effective date of this Assurance is the date upon which the COD representative signs this Assurance.

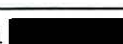
November 4,
Dated: ~~October~~____, 2025

The People of the State of Michigan

By: 
Darrin F. Fowler (P53464)
Assistant Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909

MTVRS, LLC

Dated: October31, 2025

By: Ryan 
Ryan , Owner/Manager