

CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL
OF MARYLAND,

Proponent,

v.

CAPITAL JAZZ INC.
5907 Clifton Oaks Drive
Clarksville, MD 21029,

and,

CLIFFORD HUNTE
5907 Clifton Oaks Drive
Clarksville, MD 21029.

* IN THE CONSUMER
* PROTECTION DIVISION
* THE OFFICE OF
* THE ATTORNEY GENERAL
* OF MARYLAND

* CPD Case No. 26-018-376959

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ADMINISTRATIVE HEARING PROCESS

APR 21 2026

FILED

Office of the Attorney General
Consumer Protection Division

STATEMENT OF CHARGES

Proponent, the Consumer Protection Division of the Office of the Attorney General, institutes this proceeding against Respondents Capital Jazz, Inc. and its owner, Clifford Hunte, pursuant to § 13-3(a) of the Consumer Protection Act, (1) for their violations of the Assurance of Discontinuance entered into with the Agency¹ on June 25, 2025 addressing their offer and sale of cruise tickets to consumers and failing to provide the purchased goods and services or payment of refunds to consumers in the case of *In re.: Capital Jazz, Inc., et al.* and (2) for the Respondents' ongoing violations of the Consumer Protection Act by continuing to offer and sell cruise tickets to consumers and failing to provide the purchased goods and services or payment of refunds to consumers in violation of the Assurance and the Consumer Protection Act. The Division seeks a cease and desist order prohibiting the Respondents' violations, as well as restitution, costs, and enhanced penalties of up to \$25,000 for each of the Respondents'

¹ The Consumer Protection Division acting in its capacity as a quasi-judicial agency is referred to herein as the "Agency," while the Consumer Protection Division acting as the Petitioner is referred to as the "Division" or "Proponent."

subsequent violations of the Consumer Protection Act for their continued failure to provide promised cruise-related goods and services and refunds following their settlement with the Division.

1. Respondents engaged in a pattern and practice of offering and selling tickets to consumers for annual music-themed cruises dubbed “SuperCruises,” but then failing to provide timely refunds to consumers, and in many cases providing no refunds at all, when the 2021, 2022, and 2026 SuperCruises were cancelled. Selling consumer goods and services that are subsequently not provided to consumers and then failing to pay timely refunds, or no refunds at all, are unfair and deceptive trade practices that violate the Maryland Consumer Protection Act, Md. Code Ann., Com Law §§ 13-101 through 13-501 (“CPA”).

PARTIES

2. Proponent in this proceeding is the Consumer Protection Division of the Office of the Attorney General of Maryland (the “Division”). This proceeding is brought by the Division to redress past violations and to prevent future violations of Maryland’s Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 through 13-501.

3. Respondent Capital Jazz, Inc. (“Capital Jazz”) is a Maryland corporation with its principal place of business located at 5907 Clifton Oaks Drive, Clarkesville, Maryland. Capital Jazz offers and sells tickets to consumers for annual events featuring performances by jazz artists. One such annual event is a music-themed Caribbean cruise called the SuperCruise.

4. Clifford Hunte (“Hunte”) is the Chief Executive Officer and sole shareholder of Capital Jazz. As the owner and/or CEO of Capital Jazz, Respondent Hunte possessed and exercised the authority to control the policies and trade practices of Capital Jazz; was responsible for creating and implementing the alleged unfair or deceptive policies and trade practices of Capital Jazz that are described herein; participated in the alleged unfair or deceptive trade

practices that are described herein; directed or supervised those employees and contractors of Capital Jazz who participated in the alleged unfair or deceptive trade practices that are described herein; and knew or should have known of the unfair or deceptive trade practices that are described herein and had the power to stop them, but rather than stopping them, promoted their use.

STATEMENT OF FACTS

5. Respondent Hunte owns and operates Capital Jazz. Respondents act as a music promoter offering and selling tickets to annual jazz-themed events, including the Capital Jazz Fest, a music festival held annually at the Meriweather Post Pavilion, in Columbia, Maryland, as well as jazz-themed cruises dubbed SuperCruises.

6. The SuperCruises are standard Caribbean cruises that visit a variety of ports in the Caribbean but are enhanced by including an on-board music program featuring performances from a variety of different jazz, soul, funk and blues artists, as well as comedians and other related activities.

7. Respondents organize the SuperCruises by entering into full ship charter agreements with international cruise line operators and renting all of the guest staterooms on a large cruise ship. Respondents then resell the rooms on the cruise ship by offering and selling tickets for the SuperCruises to consumers at a premium.

8. Respondents offer tickets to the SuperCruises online, via email, and through other means, primarily by promoting the musical entertainment that will perform on the SuperCruise, other available entertainment, and the ports where the SuperCruise will stop.

The Cancelled 2021 and 2022 SuperCruises

9. Beginning in June 2019 and throughout 2020, the Respondents offered and sold tickets to their Fourteenth Annual SuperCruise, which was initially scheduled for an eight-day

cruise in the Caribbean commencing on January 16, 2021 (referred to as the “2021 SuperCruise”).

10. In order to provide accommodations for the 2021 SuperCruise, Respondents entered into a Charter Agreement with Royal Caribbean Cruises Ltd. d/b/a Royal Caribbean International (“Royal Caribbean”).

11. On or about in January 2021, due to the COVID-19 Pandemic and the Centers for Disease Control’s Order prohibiting cruise travel from ports in the United States, the Respondents and Royal Caribbean agreed to reschedule the 2021 SuperCruise to January 14, 2022 (referred to as the “2022 SuperCruise”). Subsequently, the 2022 SuperCruise was cancelled as a result of the rapid spread of the Covid-19 Omicron variant and the Centers for Disease Control’s warning against cruise travel.

12. Throughout the rescheduling and cancellation of the 2021 and 2022 SuperCruises, Respondents failed to refund all or a portion of many of the deposits and payments they collected from consumers for the SuperCruises.

13. In an April 2024 settlement, Royal Caribbean agreed to refund more than \$1.3 million in payments that remained owed to Respondents’ customers. In June 2025, the Division entered into a separate settlement with Respondents Capital Jazz and Hunte – an Assurance of Discontinuance that provided injunctive relief and required Respondents to pay restitution consisting of additional refunds to consumers that remained owed to consumers and a payment to the Division. The terms of that settlement are set forth more fully below.

Respondents’ 2025 Assurance of Discontinuance

14. In order to resolve the Division’s allegations that Respondents’ cancellation of the 2021 and 2022 SuperCruises violated the Consumer Protection Act, the Division and Respondents entered into an Assurance of Discontinuance effective June 25, 2025 (the

“Assurance”). A copy of the Assurance is attached hereto as Exhibit A.

15. The Assurance contained Cease and Desist provisions that prohibited the Respondents from misleading consumers regarding their willingness and ability to provide SuperCruises or other events and consumers’ rights to cancel and receive refunds. (*See* Assurance, Ex. 1, ¶¶ 21-25). The Assurance also contained injunctive terms protecting consumers’ rights to obtain timely refunds in the event the Respondents were unable to provide promised goods or services, requiring the Respondent to pay refunds within 60 days of consumers cancellation of a cruise reservation or a reasonable time after the Respondents determine that they are unable to provide purchased cruise services. (*Id.* at ¶¶ 26-28). In order to protect future purchasers, the Assurance required the Respondents to verify whether the cruise lines with which they did business had agreed to indemnify passengers for nonperformance of the transportation. (*Id.* at ¶ 30). Additionally, Respondents agreed not to sell any SuperCruise tickets to consumers unless Respondents first purchased and maintained event cancellation insurance in an amount equal to 100% of the amounts that were paid or payable to the Respondents in connection with any SuperCruise. (*Id.* at ¶¶ 30-31).

16. The monetary terms of the Assurance required the Respondents to pay restitution to the Division, to be distributed to harmed consumers, equal to all amounts that consumers had paid to Respondents for the 2021 and 2022 SuperCruises that had not already been refunded to consumers either by the Respondents or Royal Caribbean. (*Id.* at ¶¶ 33-34). The Division estimated that these amounts totaled approximately \$60,000 and were compromised largely of fees that Respondents charged consumers in addition to the price of their tickets, which fees were not refunded under the 2024 settlement with Royal Caribbean.

17. In order to distribute the required restitution payment, Respondents were to provide the Division, within 60 days of the date of the Assurance, a list of all consumers who

were owed refunds and the amounts they were owed, and within 90 days of the date of the Assurance, the Respondents were to commence making the required payments either by charging back the amounts to consumers' credit cards or sending refund checks to consumers. (*Id.* at ¶¶ 35-39).

18. Finally, 90 days after the date of the Assurance, the Respondents were required to pay the Agency \$50,000 for future consumer protection enforcement purposes, which amount would increase to \$100,000 if the Respondents failed to make their payment or otherwise breached the Assurance. (*Id.* at ¶¶ 48-49).

The Respondents' Breach of the Assurance

19. The Respondents have breached the Assurance in a manifold of ways.

20. First, the Respondents have not paid restitution to the Division that is owed to consumers. Respondents have also not provided the Division with the list of consumers who are owed refunds under the Assurance or the amounts of those refunds.

21. Second, the Respondents have not paid the \$50,000 payment to the Division, which has now increased to \$100,00 and is fully due and owing.

22. Third, on or about April 2025, the Respondents commenced offering and selling tickets for a 2026 SuperCruise set to depart on March 22, 2026 (the "2026 SuperCruise"), but did not acquire the event cancellation insurance required under the Assurance.

23. Finally, as is set forth more fully below, Respondents have cancelled the 2026 SuperCruise and are not paying timely refunds to consumers, which violates the Assurance.

24. The Respondents agreed that any violation of the Assurance or future violations of the Consumer Protection Act similar to those that were alleged in the Assurance, namely the cancellation of future events or cruises without prompt payment of refunds to consumers, would constitute a subsequent violation of the Consumer Protection Act thus subjecting the

Respondents to the harsher penalties provided under § 13-410 of the CPA, penalties of up to \$25,000 for each violation. The Respondents cancellation of the 2026 SuperCruise constitute such subsequent violations.

The Cancellation of the 2026 SuperCruise

25. On April 16, 2025, Respondents entered into a full ship charter agreement with MSC Cruises for a cruise set to depart to the Caribbean on March 22, 2026. Pursuant to their charter agreement with MSC Cruises, Respondents were required to pay a schedule of charter fees to MSC Cruises.

26. Beginning on at least May 14, 2025, Respondents began promoting their 2026 SuperCruise scheduled to sail to and from the Caribbean from March 22 to March 29, 2026, with live jazz and soul music, via their website and their call center.

27. On November 19, 2025, pursuant to the terms of its charter agreement with Respondents, MSC Cruises sent Respondents a Notice of Termination Letter advising Respondents that they were in breach of the charter agreement because of their failure to pay scheduled charter fees and notifying them that if they failed to make the required payments by November 28, 2025, the charter agreement would be terminated. Subsequently, Respondents failed to satisfy their payment obligations and the charter agreement was terminated by MSC.

28. On December 13, 2025, MSC Cruises sent Respondents a Cease and Desist Letter demanding that they cease advertising and selling tickets for the 2026 SuperCruise as the charter agreement was terminated due to Respondents' failure to satisfy their payment obligations to MSC Cruises.

29. Notwithstanding the termination of their charter agreement with MSC Cruises, Respondents continued to offer and sell tickets for the 2026 SuperCruise until on or about January 2026.

30. March 22, 2026, has now come and gone and the 2026 SuperCruise has not occurred.

31. Consumers who have made payments and deposits to Respondents totaling thousands of dollars for the 2026 SuperCruise have been unable to reach the Respondents and have not been provided refunds for their cancelled cruise tickets.

32. At the time of this filing, at least 103 consumers who paid Respondents for passage on the cancelled 2026 SuperCruise are owed refunds from the Respondents totaling at least \$642,240 for the amounts they paid Respondents for their tickets for the 2026 SuperCruise. This amount is likely only a portion of the amount of the refunds that are owed by the Respondents.

VIOLATIONS OF THE CONSUMER PROTECTION ACT

Count I – Violations of the Assurance of Discontinuance

33. The Division incorporates paragraphs 1 through 32 as if they were fully alleged herein.

34. Respondents' practices, as set forth above, constitute unfair and deceptive trade practices in the offer and sale of consumer goods and services that violate the Consumer Protection Act.

35. The 2026 SuperCruise tickets that Respondents offered and sold to consumers are consumer goods and services pursuant to § 13-101(d)(1) of the CPA because they are used for personal, family, or household purposes.

36. Respondents acted as merchants as defined by § 13-101(g)(1) of the CPA.

37. Section 13-402(a) and (b) of the Consumer Protection Act provides that if the Division determines there are reasonable grounds to believe that a violation of the Consumer Protection Act has occurred, it may enter into an Assurance of Discontinuance resolving those

concerns that includes the restitution of money or property received from consumers and any other stipulation, condition, or remedy necessary to correct the violation.

38. Section 13-402(c)(1) further provides that “[i]t is a violation of this title to fail to adhere to any provision contained in a written assurance of discontinuance or settlement agreement.”

39. As set forth above, the Respondents have violated the executed Assurance in multiple ways.

40. First, the Respondents have failed to pay restitution to the consumers who were owed refunds under the Assurance and have not identified such consumers and the amounts that they are owed.

41. Second, the Respondents have not paid the Agency the \$50,000 they agreed to pay, which amount has now increased to \$100,000 as a result of their non-payment.

42. Third, the Respondents have breached the cease-and-desist order contained in the Assurance by failing to obtain event cancellation insurance.

43. Fourth, Respondents have now cancelled a third SuperCruise and are not timely paying refunds to consumers as required by the Assurance.

44. Pursuant to §13-402(c)(1) of the CPA, Respondents violated the Consumer Protection Act when it committed the above-listed violations of the Assurance.

Count II –Cancellation of the 2026 SuperCruise

45. The Division incorporates paragraphs 1 through 45 as if they were fully alleged herein.

46. Respondents engaged in unfair and deceptive trade practices in connection with the offer or sale of consumer goods and services when they offered and sold tickets for the 2026 SuperCruise and failed to provide the promised cruise or pay refunds to consumers.

Deceptive Trade Practices

47. Respondents' representations that they would provide consumers with passage on the 2026 SuperCruise and subsequent cancellation of that SuperCruise without paying refunds to consumers were false and misleading statements that had the capacity, tendency, or effect of deceiving or misleading consumers, and are deceptive trade practices prohibited by § 13-303 of the CPA, as defined in § 13-301(1) of the CPA.

48. Respondents' failure to inform consumers that they were unable to provide them passage on the 2026 SuperCruise and unable to refund consumers' payments constituted omissions of material facts, the omission of which deceived or tended to deceive consumers and are therefore deceptive trade practices prohibited by § 13-303 of the CPA, as defined in § 13-301(3) of the CPA.

Unfair Trade Practices

49. Respondents engaged in unfair trade practices in their offer and sale of consumer goods and services to consumers in violation of § 13-303 of the CPA.

50. Respondents' practice of offering and selling consumer goods and services, and collecting deposits and payments for consumer goods and services, and failing to provide promised consumer goods and services has caused substantial injury to consumers.

51. Consumers who purchased Respondents' goods and services could not have known that Respondents would take their payments and not provide the promised goods and services, and therefore could not reasonably avoid their injuries.

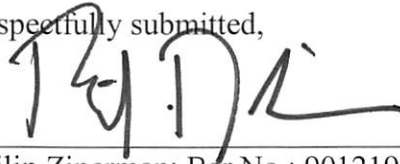
52. The injuries that consumers have suffered as a result of Respondents' actions are not offset by any benefit to consumers or to competition and are unfair trade practices that violate § 13-303 of CPA.

CLAIM FOR RELIEF

WHEREFORE, the Proponent respectfully requests that the Consumer Protection Division issue an Order:

1. requiring Respondents to cease and desist from engaging in unfair or deceptive trade practices in violation of the CPA;
2. requiring Respondents to take affirmative action, including restitution of all moneys Respondents collected for goods and services in connection with unfair or deceptive practices;
3. requiring Respondents to pay the costs of this proceeding, including costs of investigation;
4. requiring Respondents to pay civil penalties of up to \$25,000 for each of their subsequent violations of the Consumer Protection Act pursuant to § 13-410 of the CPA; and
5. granting such other and further relief as is appropriate and necessary.

Respectfully submitted,



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Exhibit A

IN RE: * IN THE CONSUMER
CAPITAL JAZZ, INC * PROTECTION DIVISION
* OF THE OFFICE OF
* THE ATTORNEY GENERAL
* OF MARYLAND

* * * * *

ASSURANCE OF DISCONTINUANCE

The Consumer Protection Division of the Office of the Attorney General of Maryland (the “Division”) is entering into this Assurance of Discontinuance (the “Assurance”) with Capital Jazz, Inc. and Clifford Hunte (the “Respondents”). The Division and the Respondents agree as follows:

PARTIES

1. The Division is responsible for the enforcement of Maryland consumer protection laws, including the Maryland Consumer Protection Act, Md. Code Ann., Com. Law, §§ 13-101 to 13-501 (2013 Repl. Vol. and 2024 Supp.) (the “Consumer Protection Act”).

2. Respondent Capital Jazz, Inc. is a Maryland corporation with its principal office located at 5907 Clifton Oaks Drive, Clarksville, Maryland, 21029. Capital Jazz, Inc. promotes events involving live music performances, including festivals held during the course of cruises it charters and featuring jazz, rhythm and blues, and related genres of musical performances that may be attended by Maryland consumers.

3. Respondent Clifford Hunte resides at 5907 Clifton Oaks Drive, Clarksville, Maryland, 21029, and owns and operates Capital Jazz, Inc.

DEFINITION

4. “SuperCruise(s)” shall refer to the festivals Capital Jazz promotes on cruise ships during which the entertainment and other activities typically offered by the cruise line are replaced

by performances of jazz, rhythm and blues, and/or related genres of music.

5. Tickets for the SuperCruise scheduled to sail in January 2021 went on sale in 2020 (the "2021 SuperCruise). The 2021 SuperCruise was rescheduled for January 14, 2022 (the "2022 SuperCruise) in light of the COVID-19 Pandemic and the Centers for Disease Control's Order prohibiting cruise travel from ports in the United States. The 2022 SuperCruise did not proceed as a result of the rapid spread of the Omicron variant and the Centers for Disease Control's warning against cruise travel. The "2021 SuperCruise" and "2022 SuperCruise," shall be referred to collectively as the "2021 and 2022 SuperCruises."

6. "Effective Date" shall be the date on which this Assurance has been executed by all parties.

THE DIVISION'S ALLEGATIONS

7. Consumers purchased SuperCruise tickets from the Respondents for personal, family, and household purposes.

8. The Respondents' business of selling tickets to attend jazz performance events, such as the SuperCruises, constitutes a sale of consumer goods and services under Md. Code Ann., Com. Law § 13-101(d)(1).

9. As a result of the COVID-19 pandemic, neither the 2021 SuperCruise nor the 2022 SuperCruise occurred.

10. Following the cancellation of the 2021 and 2022 SuperCruises, the Respondents paid refunds to some, but not all consumers who requested refunds. Some consumers who received refunds from the Respondents were not refunded in a timely manner and/or were not refunded the full amount of their payments and are still owed refunds of these unrefunded amounts.

11. On April 2, 2024, the Division entered into an Assurance of Discontinuance with Royal Caribbean Cruises, Ltd. ("RCCL"), the operator of the cruise ships hired by the Respondents

to conduct the SuperCruises. Pursuant to that settlement, RCCL refunded more than \$1.3 million to consumers who had requested refunds from the Respondents. A material inducement for RCCL's agreeing to those refunds was Capital Jazz's settlement of claims asserted against RCCL for a refund of the advance payments for the 2022 SuperCruise.

12. The Respondents violated the Consumer Protection Act (the "Act") by selling consumers tickets on the 2021 and 2022 SuperCruises and then failing to refund, or failing to timely refund, certain consumers' payments following cancellation of the 2021 and 2022 SuperCruises.

13. The Respondents' practice of selling consumers tickets on the 2021 and 2022 SuperCruises and failing to refund, or failing to timely refund, certain consumers' payments when the aforementioned SuperCruises were cancelled are unfair and deceptive trade practices that violate the Consumer Protection Act.

RESPONDENTS' DENIALS

14. The Respondents deny violating the Consumer Protection Act or any other Maryland law and affirmatively assert that the Division's allegations do not establish a *prima facie* violation of the Act as it existed at the time of the events in question. Respondents furthermore deny that they ever engaged in any practice of failing to honor consumer requests for cash refunds.

15. Capital Jazz made full, complete and timely cash refunds to all purchasers of tickets for the 2021 SuperCruise who elected this option.

16. Capital Jazz made cash refunds of \$2.2 million to purchasers of tickets for the 2022 SuperCruise, issuing refunds until it exhausted its resources due to the unexpectedly high percentage of customers choosing this option over a credit for future cruises, the financial impact of the COVID-19 Pandemic on its business, and RCCL's wrongful and unanticipated seizure of the entire advance payment for the 2022 SuperCruise.

17. In total, Capital Jazz refunded over \$6.0 million for the 2021 and 2022 SuperCruises.

18. The Respondents agree to the terms of this Assurance without trial of any issue of fact or law, for the purpose of resolving their dispute with the Division regarding the above allegations. Nothing in this Assurance shall constitute an admission of liability

CEASE AND DESIST PROVISIONS

19. The cease-and-desist provisions of this Assurance shall apply to Respondent Capital Jazz, Inc., and its officers, employees, agents, successors, assignees, affiliates, merged or acquired entities, parent or controlling entities, wholly owned subsidiaries, and all other persons acting in the course and scope of their duties with Respondent Capital Jazz, Inc.

20. The cease-and-desist provisions of this Assurance shall apply to Respondent Clifford Hunte and any partnership, corporation, or entity in which he, individually, currently or in the future, has a controlling interest, or for which he establishes policy or has the authority to establish policy.

21. The Respondents shall not make any false or misleading oral or written statements or other representations of any kind that have the capacity, tendency, or effect of deceiving or misleading consumers in connection with the offer and sale of any SuperCruise or other event tickets.

22. The Respondents shall not fail to state any material fact, the omission of which would deceive or tend to deceive consumers, in connection with the offer and sale of any SuperCruise or other event tickets.

23. The Respondents shall not misrepresent their ability or willingness to provide refunds to consumers for any good or service that they offer to consumers.

24. The Respondents shall not misrepresent the status of any refund for a good or service.

25. The Respondents shall not misrepresent a consumer's right to cancel a purchase or to obtain a refund.

26. The Respondents shall not challenge a consumers' dispute of a credit card charge if the basis for that dispute relates to the Respondents' failure to provide a promised good or service consistent with the terms of their contract with the consumer.

27. The Respondents, when selling goods or services, shall provide consumers the opportunity to cancel any order for a good or service if the Respondents are unable to deliver the good or service within the timeframe the Respondents represented that the good or service would be delivered.

28. The Respondents shall fully refund all payments that consumers make for goods or services that the Respondents are unable to deliver within a reasonable time, and such refunds must be paid within sixty (60) days of a consumer's cancellation or, if no cancellation request is made, within a reasonable time after the Respondents determine that they are unable to deliver the goods or services.

29. The Respondents shall clearly and conspicuously disclose to consumers all material terms concerning any ticket payment at the time the Respondents collect the ticket payment.

30. In any contracts hereinafter executed with a cruise line for SuperCruises, the Respondents shall verify that the cruise line has provided the financial responsibility assurances to the extent required by 46 U.S.C. 44102.

31. The Respondents shall not offer and sell tickets to any SuperCruise unless they maintain available "Event Cancellation" insurance with an indemnity limit equal to or greater than

100% of all amounts that were paid or are payable to the Respondents for the event. The requirement under this paragraph that the Respondents purchase "Event Cancellation" insurance shall remain in effect for five (5) years from the date the last claim is made against the "Event Cancellation" insurance policy, or if no claims are made, five (5) years from the Effective Date of this Assurance.

RESTITUTION

A. The Restitution Payment

32. Respondents shall make all reasonable efforts to identify and locate every consumer who paid any monies to Respondents for services that were not provided.

33. The Respondents agree to pay restitution to the Division by making refunds to consumers equal to the amount of all payments or portions thereof that consumers paid for the 2021 and 2022 SuperCruises (including credit card processing fees) that have not been: (1) refunded to consumers by the Respondents, RCCL or any other party; or (2) subject to the consumer's affirmative election to credit their payments toward a future SuperCruise (the "Restitution Amount").

34. The Division shall use the Restitution Amount to pay consumers the amounts they paid for 2021 and 2022 SuperCruise tickets that have not already been refunded to them. The Division shall distribute restitution to consumers consistent with the claims procedure set forth below.

B. Claims Administration Process

35. The Respondents shall administer a claims procedure, the purpose of which shall be to locate consumers entitled to receive refunds pursuant to paragraph 33 and to pay the refund amounts to consumers.

36. Within sixty (60) days of the Effective Date that this Assurance, the Respondents

shall provide the Division with a list of all consumers who paid any money to the Respondents for 2021 and 2022 SuperCruise tickets (the "Consumer List"). For each consumer whose name is on the Consumer List, the Respondents shall provide the following information, in the form of an electronic spreadsheet with each item in a separate field:

- a. the consumer's first name;
- b. the consumer's last name;
- c. the consumer's address;
- d. the consumer's telephone number;
- e. the consumer's email address;
- f. the amount of the ticket payment paid by the consumer;
- g. the amount of each refund already issued to the consumer by Respondents;
- h. to the extent any consumer received a refund from RCCL, the amount refunded reported by RCCL; and
- i. for any consumer who is still owed a refund, the amount of the refund owed.

37. The Respondents shall pay the restitution required under paragraph 33 by delivering the unrefunded amount to the consumer within ninety (90) days of the Effective Date this Assurance. The Respondents may deliver the restitution amounts to consumers either by charging back the amount to the credit card used by the consumers when they paid the Respondents or by mailing the consumers a check.

38. Consumers shall have one hundred and eighty (180) days from the date of issuance any checks issued pursuant to this paragraph to present such checks for payment. To the extent a bank declines a check presented for payment within the above period as stale, Respondents shall issue the consumer another check.

39. At the same time the Respondents deliver the restitution amount required under paragraph 33, the Respondents shall send the consumer the letter attached hereto as Exhibit 1 (the "Restitution Notice").

40. All refunds shall be made to the person who actually paid for the ticket.

41. In the event there are multiple consumers who are co-obligors and/or guarantors for a SuperCruises ticket, any restitution amount shall be divided equally to each such co-obligor and/or guarantor.

42. The Respondents shall not issue a Form 1099-MISC tax report to any consumers who receive a payment pursuant to this Assurance.

43. If any Restitution Notice or check mailed pursuant to paragraph 37 is returned as undeliverable, the Respondents shall resend the Restitution Notice letter and/or check to any different address that is identified for the consumer through a Global Address Verification Service (such as the United States Postal Service's National Change of Address Database or Melissa Inc.) and agreed to by the Division, or to any address that is provided to the Respondents by the Division. If no address is available for a consumer through a Global Address Verification Service or supplied by the Division, or the consumer does not cash the restitution check that was mailed pursuant to this paragraph, then this unpaid restitution amount shall be paid to the Division as set forth below.

44. One (1) year from the Effective Date, the Respondents shall provide the Division with a revised Consumer List setting forth the information required in the Consumer List and including an additional field stating whether the restitution payment made to the consumer was accepted or is still due and owing (the "Revised Consumer List"). The Revised Consumer List shall be submitted to the Division in the same format required for the Consumer List under paragraph 36.

45. At the same time the Respondents are required to remit the Revised Consumer List to the Division, the Respondents shall remit to the Division any portion of the Restitution Amount that was not paid to consumers, which amounts the Division may utilize to pay restitution to consumers, turn over to the Maryland Comptroller as an unclaimed fund, or to be placed in, or applied to, the consumer protection law enforcement fund, including future consumer protection enforcement or consumer education, or any other lawful public purpose designated by the Attorney General.

46. For a period of three (3) years following the Effective Date, the Respondents shall preserve all data and documents that they possess related to all consumers who paid any money for the 2021 and 2022 SuperCruises. The data and documents shall include, but not be limited to information identifying the names, addresses and contact information of all consumers who purchased tickets to the SuperCruises and copies of all checks, credit card receipts, and statements reflecting their payments. The Respondents shall, upon the Division's request, make such data and documents available to the Division for inspection within a reasonable time from the request, which shall not exceed thirty (30) days.

47. The Respondents and the Division may agree to extend or revise any deadline contained herein.

PAYMENT TO THE DIVISION

48. Within ninety (90) days of the Effective Date of this Assurance, the Respondents shall pay the Division Fifty Thousand Dollars (\$50,000) for future consumer protection enforcement or consumer education, or any other lawful public purpose designated by the Attorney General..

49. If the Respondents breach any of the terms of this Assurance, including failing to

make any required payment, then they shall pay a penalty in the amount of Fifty Thousand Dollars (\$50,000).

NOTICE

50. When notice is required under this Assurance, notice shall be provided in writing.

Notice to the Division shall be directed to:

Philip D. Ziperman
Consumer Protection Division
Office of the Attorney General
200 St. Paul Place, 16th Floor
Baltimore, MD 21202
(410)-576-6417
pziperman@oag.state.md.us

and

Chief
Consumer Protection Division
Office of the Attorney General
200 St. Paul Place, 16th Floor
Baltimore, MD 21202
consumer@oag.state.md.us

Notice to Respondents shall be directed to:

Robert Hayes
Cozen O'Connor
One Liberty Place
1650 Market Street Suite 2800
Philadelphia, PA 19103
rhayes@cozen.com

Any party may change its designated notice recipients by written notice to the other parties.

RELEASE

51. In consideration for Respondents' commitments as set forth in this Assurance, the Division releases and discharges Respondents, their officers, employees, agents, assignees, affiliates, merged or acquired entities, parent or controlling entities, and wholly owned subsidiaries from all claims that the Division could have brought under Maryland's Consumer Protection Act,

which arise out of or relate to the allegations set forth in this Assurance prior to the date of this Assurance.

DISPUTES

52. The Chief of the Division, or his designee, shall resolve any disputes concerning this Assurance and enter any supplemental orders needed to effectuate its purpose.

ENFORCEMENT

53. The Respondents understand that this Assurance is enforceable by the Consumer Protection Division pursuant to the Consumer Protection Act and that any violation of this Assurance is a violation of the Consumer Protection Act.

54. The Respondents agree that any violations of this Assurance or future violations of the Consumer Protection Act similar to those in the Division's Allegations shall constitute a subsequent violation of the Consumer Protection Act for purposes of Consumer Protection Act §13-410 and shall be subject to the penalty provisions for subsequent violations contained therein.

**Consumer Protection Division
Office of the Attorney General**

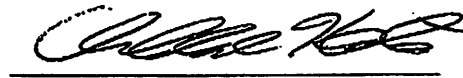
By:




Philip D. Ziperman
Deputy Chief

Date 6/29/25

**Clifford Hunte, on behalf of Capital Jazz,
Inc.**



Clifford Hunte, Individually



Date 6/23/2025

CAROLYN A. QUATTROCKI
Chief Deputy Attorney General

LEONARD J. HOWIE III
Deputy Attorney General

CARRIE J. WILLIAMS
Deputy Attorney General

SHARON S. MERRIWEATHER
Deputy Attorney General

ZENITA WICKHAM HURLEY
Deputy Attorney General



STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL

ANTHONY G. BROWN
Attorney General

PETER V. BERNS
General Counsel

CHRISTIAN E. BARRERA
Chief Operating Officer

[Date]

[Consumer Name]
[Consumer Address]
[City, State, Zip Code]

[Refund Amount] Refund of SuperCruises Ticket

Dear Consumer:

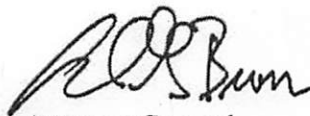
The enclosed check is being mailed to you in connection with a settlement entered into between Capital Jazz, Inc. and my Consumer Protection Division concerning the cancellation of "SuperCruises" in 2021 and 2022 that were organized by Capital Jazz, Inc. The enclosed check represents an additional refund amount you are owed from Capital Jazz, Inc..

[or]

A refund has been issued to your credit card in the above-listed amount in connection with a settlement entered into between Capital Jazz, Inc. and my Consumer Protection Division concerning the cancellation of "SuperCruises" in 2021 and 2022 that were organized by Capital Jazz, Inc. The refund amount is in addition to any refund you may have already received.

If you have any questions regarding your refund, you may contact the Office of the Attorney General at 410-578-8662.

Sincerely



Attorney General