

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ULSTER

THE PEOPLE OF THE STATE OF NEW YORK by
LETITIA JAMES, Attorney General of the State
of New York,

**VERIFIED
PETITION**

Petitioner,

-against-

Index No. EF2026-3520

845 VIBRATIONS LLC, EVOLUTIONS FESTIVAL LLC,
MICHAEL G. BROWN, and JUSTIN J. BROWN

Respondents.

Petitioner, the People of the State of New York, by their attorney, Letitia James, Attorney General of the State of New York (“OAG” or “Petitioner” or “Office of the Attorney General”), respectfully allege upon information and belief:

INTRODUCTION

1. Petitioner brings this summary special proceeding to enjoin Respondents’ deceptive, fraudulent, and illegal business practices with respect to the operation of the Evolutions Festival 2025, a three-day electronic dance music (“EDM”) and arts event planned for September 5-7, 2025. As set forth herein, Respondents, starting on March 20, 2025, sold tickets to the Evolutions Festival 2025 but then abruptly cancelled the event on August 26, 2025, without returning any money to ticket purchasers. The OAG seeks restitution on behalf of affected ticket purchasers to be paid to the State of New York.

PARTIES, JURISDICTION, AND VENUE

2. Petitioner is the People of the State of New York, by Letitia James, Attorney General of the State of New York.

3. The OAG brings this proceeding pursuant to: (i) Executive Law § 63(12) under which the OAG is empowered to seek injunctive relief, restitution, damages, and other equitable relief when a person or business entity engages in repeated fraudulent or illegal acts or persistent fraud or illegality in carrying on, conducting or transacting of business; (ii) General Business Law (“GBL”) Article 22-A under which the OAG is empowered to seek injunctive relief, restitution, civil penalties, and other equitable relief against any person or business entity that has engaged in deceptive acts or practices in the conduct of business and/or false advertising, and (iii) New York Arts & Cultural Affairs Law Article 23 under which the OAG is empowered to investigate any complaints and violations of this article, including the failure to refund advance sale tickets to music performances when cancelled.

4. Respondent 845 Vibrations LLC is a New York limited liability company formed in Ulster County under New York Limited Liability Law § 203 on July 24, 2019. The address for service of process of Respondent is 15 Cardinal Road, Accord, New York 12404.

5. Respondent Evolutions Festival LLC is a New York limited liability company formed in Ulster County under New York Limited Liability Law § 203 on December 16, 2024. The address for service of process of Respondent is 15 Cardinal Road, Accord, New York 12404.

6. Respondent Michael G. Brown, upon information and belief, is a principal of both 845 Vibrations LLC and Evolutions Festival LLC and participated in and had actual knowledge of the underlying business practices as he co-planned and promoted the Evolutions Festival

2025. The last known address of Michael G. Brown is 680 Granite Road, Kerhonkson, NY 12446 in Ulster County.

7. Respondent Justin J. Brown, upon information and belief, is a principal member of both 845 Vibrations LLC and Evolutions Festival LLC and participated in and had actual knowledge of the underlying business practices as he was co-planned and promoted the Evolutions Festival 2025. The last known address of Respondent Justin J. Brown is 433 County Route 2, Accord, NY 12404.

8. Pursuant to CPLR § 503(a), venue is proper in Ulster County as this is the county in which a substantial part of the events or omissions giving rise to the claims occurred, and as both Michael G. Brown and Justin J. Brown reside in Ulster County. Venue in Ulster County is also proper pursuant to CPLR § 503(c) because the corporate Respondents' principal office is located in Kerhonkson, New York.

9. Petitioner has served Respondent with timely statutory notice pursuant to GBL § 349(c).

FACTS

10. Respondents promoted, marketed, and sold tickets for a multi-day electronic dance music ("EDM") and arts festival called Evolutions Festival 2025.

11. Respondents' website (evolutionsfestival.com) advertised the festival as a community-driven festival celebrating movement, music, and art amongst the natural beauty of the forest. The festival was also promoted on social media including Facebook and Instagram.

12. In an Instagram post from September 2024, Respondents explained the origins of the event as a festival started by two brothers with the intention of spreading peace, love, and positivity through all forms of art, music, and community.

13. Prior to 2025, the festival had been held at various locations, including in Afton and Pattersonville, New York.

14. In 2025, Respondents chose a new festival location, Sugar Mountain Performing Arts Center in Canadea, New York, Allegany County. The proposed festival dates were September 5, 6, and 7, 2025.

15. The Respondents advertised Evolutions Festival 2025 would offer expanded arts and music experiences. Respondents announced:

Evolutions returns in 2025 for an exciting year with our biggest event ever! We're upgrading our production, introducing new genres, and bringing A-list headliners. Join us at Sugar Mountain, Sept 5+6+7. Sign up for presale by commenting below, line up coming soon! See below for some exciting new additions

New Iteration of the Frog Mirror Quest Line
International Artists (Music & Art)
All New Glamping Options
3 Custom Stages
Diverse International Food Offerings
Immersive On-Site Experiences
+ More to Follow

16. Respondents sold tickets to Evolutions Festival 2025 beginning on March 20, 2025, via the online ticket sales platform "tyx.live" with links on social media and the evolutionsfestival.com website. The Evolutions Festival sold various tiers of tickets including:

- a. General Admission (3-day festival access and access to wellness programming, food and craft vendors, free water refill stations, , a general store and campground

amenities). Loyalty pre-sale \$199.98, Tier 1 & Pre-sale \$209.95, Tier 2 \$219.95, four pack discount \$760;

- b. General Admission 1-day passes - \$79 per day (available for sale after June 6, 2025);
- c. General Admission Plus (everything included in the general admission passes plus early arrival access and entry to a pre-party) Tier 1 \$265, Tier 2 \$275;
- d. VIP (everything included with General Admission Plus with premium stage viewing, daily free food, access to VIP parties, upgraded car and RV placement and custom merchandise) \$499.98, Loyalty pre-sale \$399.98, single day pass \$200;
- e. Camping passes (tent-only \$35, car camping \$95-150, RV camping \$249-399, and glamping) and
- f. Add-ons (pre-party \$40, day parking \$60, park & camp \$55, early arrival \$40-50 and shuttle passes \$64.95).

17. On April 18, 2025, Respondents advertised that Festival Tickets could be purchased for as little as \$28 per month via “buy now, pay later” short-term lenders such as Affirm and Afterpay.

18. Respondents collected \$243,158.04 in advance ticket sales through the sale of 1,157 tickets (740 festival attendance tickets, 352 camping passes, and 65 transportation and parking passes) purchased by 521 individuals.

19. Respondents collected \$21,662.75 in advance vendor fees for a planned “vendor village” from 28 small businesses. Vendor fees for each booth rental ranged from \$650 to \$1,150 depending on the size of the booth.

20. On August 26, 2025, only 10 days before the festival was slated to begin, Evolutions Festival announced on Facebook and Instagram that the festival would not take place on September 5- 7, 2025 by posting the following statement:

Evolutionaries...

It is with a deep sigh that we must announce the postponement of Evolutions 2025, originally scheduled for September 5th, 6th and 7th. The venue has not secured the necessary permitting for the festival, and as a result, we are unable to move forward with the event as planned.

We understand the excitement and anticipation surrounding this event, and this news comes as a disappointment to us as well. The entire organizing team has been working tirelessly to bring you a memorable experience year after year, and it is incredibly disheartening to face this setback.

We ask for your understanding as we navigate this situation. We know how much you were looking forward to being a part of Evolutions; we looked forward to having you join us.

Thank you for your patience and continued support

21. Jeremy Lane of the Sugar Mountain Performing Arts Center, the venue contracted to host the 2025 Evolutions Festival, disputed the alleged reason for cancellation. Mr. Lane posted on Facebook on August 27, 2025:

Our event requires involvement of over 150 individuals, including security, medical, and sanitation personnel, working throughout the weekend. None of these individuals received signed contracts, funding, or communication from Michael Brown or the Evolutions team within the last two weeks.

With only 24 hours to load in and seven days until the gates opened, essential elements such as proof of insurance and hold harmless agreements were not provided. Despite my repeated requests for documentation, the response from Evolutions was that they were forced to cancel due to our alleged negligence...

We hold a standing special use permit, which enables us to host events larger than any festival Evolutions has hosted. This information is based on recorded sales at Echo and Indian. Our permit was approved in 2020 and remains valid indefinitely. We do not need to file for permits, and as per our contract, any additional requirements would have been the responsibility of Evolutions.

After discussing with Evolutions three weeks ago, they anticipated an attendance of between 1,000 and 1,500 people. However, they canceled the main stage rental four weeks ago, stating their intention to renegotiate with artists and vendors to offset potential losses...

Each and every one of you should make an effort to be refunded as New York state law protects individuals who purchase tickets from event promoters for this very reason. If you request a refund and you do not receive it. You need to email the New York State Attorney General.

22. Respondents never offered refunds to ticket purchasers or vendors for advance ticket purchases or vendor fees.

23. Only eleven ticket holders were able to obtain refunds by contacting their credit card companies and disputing the charges, representing a total of \$5,005.97 in refunds. Upon information and belief, other ticket purchasers attempted to obtain refunds through their credit card companies, but at the time of request, their purchases were outside the window to dispute the charges.

OAG Investigation

24. The Office of the New York State Attorney General opened an investigation into the Evolutions Festival, et al. after receiving a total of 42 consumer complaints regarding Respondents' failure to issue refunds. Representative complaints are detailed here.

25. Melody Soriano from Brooklyn, New York purchased three VIP tickets for the Evolutions Festival (at a cost of \$499 each) plus a car camping pass (at a cost of \$150) on August 21, 2025. The transaction also included the payment of taxes and fees totaling \$391.82. A portion of the purchase was financed using the lender Affirm, resulting in a loan payable in six monthly payments through February 2026. This loan resulted in an additional finance charge of \$164.70. Following cancellation of the festival, Ms. Soriano alleges that Respondents made no further attempts to discuss the situation and refused to provide refunds.

26. Phreedom Chapman from Rochester, New York purchased general admission and camping tickets totaling \$589.79. In her complaint she states “I bought tickets for this festival and they decided to cancel it a week before...Nobody has heard a word from the event organizers or employees and it’s all starting to seem like a scam. \$500+ is a lot to just scam away from people by canceling. I paid through (AfterPay) so I would really like the upcoming payments to be stopped and the balance paid to be refunded.”

27. Greg Conard from Cortlandt New York spent \$521.94 on May 30, 2025, for Evolutions Festival 2025 General Admission, car camping, and early arrival camping. Mr. Conard complains “I seek a refund for the tickets purchased as goods and services were not rendered. I have attempted to contact evolutions for a refund and have not heard a response.”

28. Samantha Gorski from Newington Connecticut spent \$731.80 on Evolutions Festival 2025 tickets. In her complaint, she states “They are appearing to be acting in bad faith with evidence of potential fraud... The announcement [of cancellation] made an apparently false claim the postponement was due to permitting issues with the venue. Between August 26-28, the owner of Sugar Mountain provided evidence that there were no permitting issues with the venue and that Evolutions Music Festival had not only not upheld their part of their contract but had, in fact, cancelled their stage rental four weeks ago. The organizers had also not been communicating with the venue for a period of time...When looking for information from the festival regarding refunds, Evolutions had added a “no refunds” policy to their FAQ...The festival has made no effort to communicate with fans about what will happened to the money that they paid for the festival that is no longer happening.”

29. Alex Koski from Winston Salem North Carolina spent \$527.15 on Evolutions Festival 2025 tickets. In his complaint, Mr. Koski states: “I just want my money back. They stole my money for an event they are not hosting and they are not contactable.”

30. Nathan Nelson from Buffalo New York spent \$2,041 on Evolutions Festival 2025. In his complaint, Mr. Nelson states: “Sudden cancellation based on a lie the week prior to the event. Sugar mountain confirmed that they had all necessary permits to hold the event.”

31. Jennifer Anderson operates Reservoir Dogz, a Rochester-based small business which serves pub food at fairs and festivals. Ms. Anderson registered as a vendor at Evolutions Festival 2025 and paid a \$1,250 vendor booth fee. She was made aware of the cancellation only six days before the festival was to start. Within one day of the cancelation, Ms. Anderson received an email from Respondents claiming although they were actively trying to reschedule the event, vendors could request a refund by emailing support@evolutionsfestival.com. Respondents promised that refund requests would be processed quickly. Ms. Anderson filed a complaint with the OAG on October 9, 2025, at which point she had not received a refund despite multiple attempts to follow up with the festival promoters.

32. In January 2026, the OAG served investigatory subpoenas on Evolutions Festival LLC, 845 Vibration Headquarters LLC, and 845 Vibrations LLC.

33. On February 3, 2026, Respondents, through counsel, sought an extension of time to produce documentation. Respondents produced an initial set of documents on March 6, 2026 and a supplemental response on April 4, 2026.

34. The documentation produced by Respondents indicated that only 11 ticket holders received refunds, all of which were issued by the ticket holders’ credit card companies.

Respondents allege that all advance ticket sale funds were used to pay the festival performers, whose contracts required payment prior to the festival.

35. Respondents represented to the OAG that issuance of refunds paid to advance ticket purchasers would only be issued if Respondents succeeded in pending litigation against the venue.

36. Without the will or ability to refund advance ticket purchasers, the OAG now acts on behalf of aggrieved consumers.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

EXECUTIVE LAW § 63(12) REPEATED AND PERSISTENT FRAUD

29. The State repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

30. Respondents have repeatedly and persistently engaged in fraud in the operation of their music festival promotion business by promoting and selling advance tickets to a three-day music festival, not holding the festival as promised, and not refunding advance ticket purchases.

31. Executive Law § 63(12) prohibits fraud in the conduct of business and defines “fraud” or “fraudulent” to include “any device, scheme or artifice to defraud and any deception, misrepresentation, concealment, suppression, false pretense, false promise, or unconscionable contractual provisions.”

32. More specifically, Respondents defrauded consumers by promising a three-day music festival that included international musicians and artists on three stages, “glamping” and

traditional camping, diverse international food, and immersive on-site experiences and abruptly canceling the festival less than two weeks before it was set to occur. Respondents then failed to issue a single refund to consumers.

33. Similarly, vendors paid to participate in the festival’s vendor village and received nothing in exchange for their booth fees.

34. Respondents further committed fraud by retaining all proceeds from the festival despite failing to hold a music festival as promised.

35. Respondents’ conduct constitutes repeated and persistent fraud as defined in Executive Law § 63(12).

SECOND CAUSE OF ACTION

EXECUTIVE LAW § 63(12) REPEATED AND PERISISTENT ILLEGALITY Repeated Violations of New York Arts & Cultural Affairs Law Article 23

36. The State repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

37. New York Arts & Cultural Affairs Law § 23.01 declares the Legislature’s finding and policy to protect concert ticket purchasers from “the inability... [t]o obtain an exchange of tickets or refund following the nonperformance of the event for which tickets were purchased in advance.”

38. New York Arts & Cultural Affairs Law § 23.05 specifically authorizes the Attorney General to investigate and issue subpoenas upon receiving a complaint in order to enforce New York Arts & Cultural Affairs Law Article 23.

39. New York Arts & Cultural Affairs Law § 23.08 applies to any live-staged dramatic production, dramatic musical production, or concert which is presented to the public for profit, in a place of entertainment, pursuant to New York Arts & Cultural Affairs Law §23.03(a).

40. New York Arts & Cultural Affairs Law § 23.08(1) requires any ticket distributor who sells advance tickets of admission to entertainment events to the public and accepts advance partial or full payment of the purchase price to deposit those advance ticket sales funds into an escrow account by the next business day.

41. Pursuant to New York Arts & Cultural Affairs Law § 23.08(1), each advance ticket purchaser shall, until the performance of the event, retain a property interest in that portion of the escrow deposit which equals the amount he or she has paid for the advance ticket and shall be entitled to a refund for such amount if the performance of the event has been cancelled or rescheduled.

42. Pursuant to New York Arts & Cultural Affairs Law § 23.08(2), in lieu of depositing advance funds in an escrow account, the ticket distributor may post with the New York Secretary of State a letter of credit or a bond or contract of indemnity in favor of the state for the benefit of any person who has purchased an advance ticket in the event the performance is cancelled or rescheduled.

43. Respondents neither deposited advance ticket sale funds into an escrow account nor filed a letter of credit, bond or contract of indemnity with the New York Secretary of State for the advance tickets sales for the Evolutions Festival 2025.

44. The refund requirement of New York Arts & Cultural Affairs Law § 23.08 does not apply when: (i) there was no material change in the time or location of the event; (ii) the

performance of the event was rescheduled due to an Act of God, war, riot or other catastrophe as to which negligence and willful misconduct of the ticket distributor was not the proximate cause and where the ticket purchaser was given the right to use his or her ticket for such rescheduled performance or the right to exchange the ticket for a comparable in price and location similar event; or (iii) the back of the physical ticket conspicuously states that if the performance is cancelled or rescheduled, the ticket distributor is not required to refund the ticket price if the ticket purchaser is given the right, within 12 months of the originally scheduled date of the event, to attend a rescheduled performance of the same event or to exchange such ticket for a ticket of comparable price and location to another similar event.

45. Here, these three exemptions do not apply as the event, to date, has not occurred, was not cancelled due to a catastrophe but at Respondents' choice, and no physical tickets were issued upon which a refund or cancellation policy could be printed. Thus, Respondents remain obligated to refund to consumers the total ticket purchase amount.

46. As set forth above, Respondents' conduct constitutes repeated and persistent illegality in violation of Arts and Cultural Affairs Law Article 23 and Executive Law § 63(12).

THIRD CAUSE OF ACTION

EXECUTIVE LAW § 63(12) REPEATED AND PERISISTENT ILLEGALITY Repeated Violations of General Business Law §§ 349 & 350-d

47. The State repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

48. General Business Law § 349 prohibits unfair, deceptive and abusive acts or practices.

49. Pursuant to General Business Law § 349, it is unlawful to engage in deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in the state of New York.

50. Unlike common law fraud, under GBL § 349, the elements of intent and reliance do not need to be established to demonstrate a violation.

51. An act or practice is deceptive when representations or omissions are likely to mislead a reasonable consumer acting reasonably under the circumstances.

52. A ticket purchaser may reasonably assume that a ticketed event will take place as promised and, should that event be rescheduled or cancelled, the purchaser would be entitled to a refund of their ticket purchase. A ticket purchaser may also reasonably assume compliance with applicable laws by Respondents, including laws requiring that payments for advanced ticket purchases would be retained and available for issuance of refunds.

53. As set forth above, Respondents' conduct constitutes deceptive acts in violation of GBL § 349 and illegality in violation of Executive Law § 63(12).

54. GBL §350-d authorizes a court to impose civil penalties of up to \$5,000 for each violation of GBL §349 which should accrue to the state of New York and may be recovered by the Attorney General in a civil action.

55. The Attorney General seeks the imposition of civil penalties for each violation of GBL § 349. The Attorney General seeks the imposition of a civil penalty for Respondents' failure to refund each ticket or fee, totaling 1,185 violations.

WHEREFORE, Petitioner requests that the court grant relief pursuant to Executive Law

§ 63(12) against Respondents by issuing an order and judgment as follows:

1. Permanently enjoining Respondents from violating Executive Law § 63(12), GBL § 349 and Arts & Culture Affairs Law § 23.08, and from engaging in the deceptive and illegal practices alleged herein;

2. Permanently enjoining Respondents from engaging in the planning, promotion, and operating of any arts, culture, or musical event business within the State of New York until a \$500,000 performance bond is filed with the OAG by a surety or bonding company licensed by and in good standing with the New York State Department of Insurance, guaranteeing that Respondents comply with any injunction which may be entered herein, the proceeds of that bond to provide a fund to ensure payment of restitution and costs herein;

3. Awarding restitution to all ticket purchasers (attendees and vendors) for Respondents' breach of their obligation to refund advanced ticket sales in the event the festival was cancelled or rescheduled;

4. Awarding Petitioner civil penalties up to the maximum of \$5,000 per violation pursuant to GBL §350-d for 1,185 violations of GBL §349;

5. Awarding Petitioner costs and disbursements of \$2,000 per Respondent pursuant CPLR § 8303(a)(6); and

6. Maintaining continued jurisdiction over this proceeding for a one-year period following the date of judgment for the determination of any disputes arising from the enforcement of the order;

7. Granting Petitioner any such other and further relief as the Court deems just equitable and proper.

DATED: Poughkeepsie, New York
September 8, 2026

LETITIA JAMES
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By: 

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VERIFICATION

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

JUSTIN L. HAINES, being duly sworn, deposes and says: I am an Assistant Attorney General in the office of Letitia James, Attorney General of the State of New York, and am duly authorized to make this verification.

I have read the foregoing petition and know the contents thereof, and the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.

The reason this verification is not made by petitioner is that petitioner is a body politic. The Attorney General is petitioner's statutory representative.

Sworn to on the 8th day
of September 2026

JUSTIN L. HAINES



Assistant Attorney General
of the State of New York