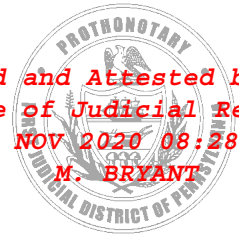


IN THE COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY, PENNSYLVANIA  
FIRST JUDICIAL DISTRICT  
CIVIL TRIAL DIVISION

Filed and Attested by the  
Office of Judicial Records  
19 NOV 2020 08:28 am  
M. BRYANT



COMMONWEALTH OF PENNSYLVANIA :  
BY ATTORNEY GENERAL JOSH SHAPIRO :

Petitioner :

CIVIL ACTION – EQUITY

v. :

EVENT TICKET SALES, LLC :  
DBA BoxOfficeTickets and SecureBoxOffice :  
7202 Giles Road, Suite 4 #330 :  
LaVista, Nebraska 68128 :

and :

GUINIO W. VOLPONE, individually and as :  
Sole Member of Event Ticket Sales, LLC :  
and DBA Box Office Tickets and :  
Secure Box Office :  
13810 Hamilton Street :  
Omaha, Nebraska 68154 :

Respondents :

**ASSURANCE OF VOLUNTARY COMPLIANCE**

AND NOW, comes the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro (“Commonwealth” and/or “Petitioner”), which has caused an investigation to be made into the business practices of Event Ticket Sales, LLC formerly doing business as Box Office Tickets at Box-officetickets.com and currently as Secure Box Office at Secureboxoffice.com (“Event Ticket Sales” and/or collectively one of the “Respondents”) and Guinio W. Volpone, individually and as Managing Member of Respondent Event Ticket Sales (“Volpone” and/or collectively one of the “Respondents”), and states the following:

**WHEREAS**, Petitioner is the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro, with offices located at 21 South 12<sup>th</sup> Street, Second Floor, Philadelphia, Pennsylvania 19107.

**WHEREAS**, Respondent Event Ticket Sales is a Nebraska limited liability company with a business address of 7202 Giles Road, Suite 4 #330, LaVista, Nebraska 68128.

**WHEREAS**, Respondent Event Ticket Sales is not registered as a foreign limited liability company with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section.

**WHEREAS**, Respondent Volpone is an adult individual residing at 13810 Hamilton Street, Omaha, Nebraska 68154. Respondent Volpone controlled, directed, supervised or otherwise participated in the actions and practices alleged herein.

### **DEFINITIONS**

For the purposes of this Assurance of Voluntary Compliance, the following definitions apply:

1. “Clear and Conspicuous” or “Clearly and Conspicuously” means that any written statement, disclosure, or other information, by whatever medium communicated, (a) is readily noticeable and readable (b) is in readily understandable language and syntax (c) is in a type size, font, appearance and location sufficiently noticeable for a consumer to see, read and comprehend it, in a print that contrasts with the background against which it appears, and (d) is in contrasting type, font or color to the surrounding text of the same size. When referring to the Full Breakdown and Final Price on a website, “Clear and Conspicuous” means that the written statement, disclosure, or other information is in readily understandable language and syntax, is difficult to miss, easy to notice and is located in reasonable proximity to the button which the consumer clicks (within the

same visual field of the consumer), indicating acceptance of and submitting for the purchase of the tickets, and is visually distinguished from the surrounding text of the same size by bold lettering, a border, symbols or other marks.

2. "Final Price" means the total monetary amount which will be billed to the consumer.
3. "Full Breakdown" means an itemized list of each item and corresponding monetary amount which will be billed to the consumer.
4. "Purchase Price" means the price listed on Respondents' websites that correspond to each ticket offered for sale.
5. "Subtotal Amount" means the Purchase Price multiplied by the number of tickets selected.

### **BACKGROUND**

**WHEREAS**, Respondent Event Ticket Sales has engaged in trade or commerce within the Commonwealth of Pennsylvania by operating internet ticket resale marketplaces where tickets are offered for sale for events located in Pennsylvania and/or to Pennsylvania residents.

**WHEREAS**, the Commonwealth alleges Respondents have engaged in conduct which violates the Consumer Protection Law, as more fully set forth below:

1. Respondent Event Ticket Sales operates internet website [www.secureboxoffice.com](http://www.secureboxoffice.com) and previously operated [www.box-officetickets.com](http://www.box-officetickets.com) (see excerpt from website as Exhibit "A") where tickets are and were offered for sale for events located in Pennsylvania and/or to Pennsylvania residents. The Respondents represent that tickets are no longer offered for sale on [box-officetickets.com](http://box-officetickets.com).
2. On its websites, Respondent Event Ticket Sales lists and listed available tickets for the consumer to select and purchase along with the Purchase Price for each ticket offered for sale.

3. After the consumer selects the tickets for purchase, the consumer is redirected to a checkout page to input the consumer's information, including delivery method and payment method ("Form"). A box immediately to the right of the Form ("Price Box") identifies the selected tickets and the Subtotal Amount. (See Exhibit "B")
4. At the time the consumer is beginning to input the information for delivery and payment method in the Form, the Subtotal Amount is disclosed in the Price Box, the opposite side of the screen where the information is being input by the consumer. (See Exhibit "C")
5. After the consumer selects the delivery method, the Price Box is refreshed to include a service charge as well as the delivery charge. (See Exhibit "D")
6. The Commonwealth alleges that a prior version of the websites failed to clearly and adequately disclose the Full Breakdown even after the consumer submitted the payment method and related information; it was only if the consumer clicked on an inconspicuous link entitled "Before shipping & service fees" that the full breakdown was displayed.
7. The Commonwealth alleges that Event Ticket Sales failed to obtain appropriate consent from consumers prior to charging the consumer's payment method for the tickets, due to the failure to Clearly and Conspicuously disclose the Final Price of the tickets prior to sale.
8. Consumers filed complaints with the Commonwealth alleging that they would not have purchased the tickets had they known the Final Price of the tickets prior to sale.
9. The Respondents contend that the written terms and conditions on [secureboxoffice.com](http://secureboxoffice.com) and [box-officetickets](http://box-officetickets.com), including but not limited to the refund policy, are and were at all relevant times determined by a third-party service provider with whom Event Ticket Sales contracts to generate ticket inventory, charge customer payment methods, provide customer service, and ful-

fill ticket purchases. Previous to April 2020, Event Ticket Sales's terms and conditions stated that a full refund will be given for canceled events.

10. The Commonwealth alleges that the refund policy changed in April 2020 and May 2020 on Secureboxoffice.com (the most recent change occurring on May 20, 2020), and that Event Ticket Sales, through its third-party service provider, applied the changed terms to both new purchases and to purchases made prior to the change of policy.

11. The revised refund policy stated, and continues to state, that if an event is canceled, a refund of the purchase price (including delivery charges, less possible restocking fee) will be provided "or [Event Ticket Sales] will issue a credit for use on a future purchase, as determined in our sole discretion (unless otherwise required by applicable law)."

12. The Commonwealth contends that is an unfair and deceptive business practice to unilaterally change these terms as to consumers who had already purchased tickets from Respondents under the prior terms and conditions stating that a refund would be given for canceled events.

**WHEREAS**, the Commonwealth alleges that the aforesaid acts and practices constitute "unfair methods of competition" and/or "unfair or deceptive acts or practices," as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi).

**WHEREAS**, Respondents deny engaging in conduct which violates or has violated the Consumer Protection Law.

**WHEREAS**, the Respondents contend that the Event Ticket Sales's terms and conditions, as these existed before May 20, 2020, and as these exist now, contain the following clause:

**Force Majeure:**

We shall not be deemed in default or otherwise liable under these Terms due to our inability to perform Our obligations by reason of any act of God, fire, earthquake, substantial snowstorm, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, any law ordinance or regulation, legal order (unless caused by our default hereunder), any failure or delay of any transportation, power, or communications system or any other similar cause not under our control.

**WHEREAS**, Event Ticket Sales asserts that, because of mass event cancellations due to the Covid-19 pandemic, the Force Majeure provision contractually allows it to suspend refunds for so long as the pandemic continues to exist. Event Ticket Sales represents that it has nonetheless extended full refunds to many Pennsylvania consumers for canceled events who purchased tickets under the prior terms and conditions before these were changed as described in paragraph 9, and further represents and agrees that it will give a full refund to any Pennsylvania consumer who, after the date of execution of this Assurance of Voluntary Compliance, requests a refund either directly to Event Ticket Sales's customer service representative or through a complaint to the Commonwealth of a ticket purchase made before May 20, 2020, for a subsequently canceled event.

**WHEREAS**, pursuant to Section 201-5 of the Consumer Protection Law, this Assurance of Voluntary Compliance shall not be considered an admission by Respondents of a violation of the Consumer Protection Law for any purpose. 73 P.S. § 201-5.

**WHEREAS**, Respondents desire to comply with the civil laws of the Commonwealth of Pennsylvania.

**WHEREAS**, this Assurance of Voluntary Compliance is accepted by the Commonwealth pursuant to Section 201-5 of the Consumer Protection Law in lieu of commencing statutory proceedings under Section 201-4 of the Consumer Protection Law. 73 P.S. §§ 201-4, 201-5.

### **SETTLEMENT TERMS**

**NOW THEREFORE**, having conducted trade or commerce within the Commonwealth of Pennsylvania, Respondents agree for themselves, their successors, assigns, officers, partners, agents, representatives, employees, and all other persons acting on their behalf, jointly or individually, directly or indirectly, or through any corporate or business device, as follows:

**I. The Recitals are incorporated herein as though fully set forth.**

**II. Injunctive and Affirmative Relief**

A. Respondents SHALL fully comply with any and all provisions of the Consumer Protection Law and any amendments thereto; and, SHALL be permanently enjoined from any violation thereof.

B. Respondents SHALL NOT, in the future, engage in conduct which violates the Consumer Protection Law, and any future amendments thereto, specifically including, but not limited to engaging in other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

C. In connection with the advertising, offering for sale, and selling tickets on any website or other medium that is owned, operated, and/or controlled by Respondents ("Respondents' Websites"), Respondents SHALL Clearly and Conspicuously, as defined herein, disclose the Full Breakdown and Final Price of the ticket sale prior to accepting and processing the consumer's method of payment for the tickets.

D. Respondents shall provide a full refund to any Pennsylvania consumer who, after the date of execution of this Assurance of Voluntary Compliance, requests a refund either directly to Respondents' customer service representative or through a complaint to the Commonwealth of a ticket purchase made before May 20, 2020, for a subsequently canceled event.

E. After any ticket purchase, Respondents SHALL NOT, as applied to that consumer, unilaterally change policies related to canceled or postponed events (including without limitation, terms and conditions) in place at the time the consumer purchased the ticket(s). This provision does not prohibit Respondents from modifying terms and conditions relating to future purchases.

### **III. Monetary Relief**

A. Respondents shall be jointly and severally liable for and shall pay to the Commonwealth the amount of Four Thousand Nine Hundred Twenty and 50/100 Dollars (\$4,920.50), ("Required Payment") which shall be allocated as follows:

1. **Restitution** in the amount of One Thousand Four Hundred Twenty and 50/100 Dollars (\$1,420.50), pursuant to Section 201-4.1 of the Consumer Protection law to be distributed by the Commonwealth of Pennsylvania, Office of Attorney General, for consumers who filed complaints with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection ("Bureau") prior to the Effective Date of this Assurance of Voluntary Compliance and are entitled to such restitution as a result of Respondents' allegedly unfair or deceptive business practices. The amount, timing and manner of distribution of restitution to these consumers shall be in the sole discretion of the Commonwealth;

2. **Costs of investigation** in the amount of Three Thousand Five Hundred Dollars and 00/100 Dollars (\$3,500.00) to be distributed to the Commonwealth of Pennsylvania,



Office of Attorney General, to reimburse the costs incurred in pursuing this enforcement action, and shall be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and educational purposes; and

B. In addition to the Required Payment set forth in Paragraph IV.A., Respondents SHALL provide restitution to any and all additional consumers who while a resident of Pennsylvania, purchased tickets (s) from Respondents, and who file complaints with the Bureau within sixty (60) days of the Effective Date of this Assurance of Voluntary Compliance which complaints are validated by the Commonwealth as noted herein below (“Additional Restitution”), and as defined herein below:

1. Any claim, complaint or restitution request that is postmarked by the sixtieth (60th) day after the Effective Date of this Assurance of Voluntary Compliance shall be deemed timely.

2. Restitution shall be paid to consumers who demonstrate to the satisfaction of the Commonwealth that they were harmed by conduct of Respondents that violated the Consumer Protection Law as alleged herein which occurred prior to the Effective Date of this Assurance of Voluntary Compliance and which conduct is of the nature as alleged above in paragraphs 1 through 8. The amount of restitution shall be the difference between the price charged by the venue at which the event is to take place and the price per ticket paid by the consumer, inclusive of any fees and other additional charges by Respondents.

3. In order for a consumer to be eligible for consideration for restitution from Respondents hereunder, the consumer must provide adequate documentation which supports his or her claim, complaint, or restitution request. The determination of whether such documenta-

tion is adequate and/or whether a consumer shall receive restitution hereunder shall be within the sole discretion of the Commonwealth.

4. Respondents agree to fully cooperate with the Commonwealth and shall supply the Commonwealth with any and all information and documents requested by the Commonwealth, within ten (10) days of the request, with regard to any consumers who submit claims, complaints, or restitution requests within the aforementioned sixty (60) day period.

**C. Payment Terms:**

1. Respondents SHALL pay the amount of Four Thousand Nine Hundred Twenty and 50/100 Dollars (\$4,920.50) upon Respondents executing this Assurance of Voluntary Compliance.

2. Respondents SHALL pay the Additional Restitution within thirty (30) days of the Commonwealth's submission of a demand to Respondents.

3. Payments shall be made by certified check, cashier's check, or money order, made payable to the Commonwealth of Pennsylvania, and forwarded to Sarah A. E. Frasch, Chief Deputy Attorney General, Pennsylvania Office of Attorney General, Bureau of Consumer Protection, 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103.

**IV. Miscellaneous Terms**

A. The Court of Common Pleas of Philadelphia County shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondents for the purpose of enforcing its terms.

B. Nothing in this Assurance of Voluntary Compliance shall be construed to waive or limit any individual right of action by a consumer or a local, state, federal, or other governmental entity.

- C. Time shall be of the essence with regards to Respondents' obligations hereunder.
- D. Respondents further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.
- E. Respondents state and acknowledge that they have had the representation, advice and counsel of an attorney of their choosing regarding the negotiation and execution of this Assurance of Voluntary Compliance.
- F. Respondent Volpone, as Sole Member of Respondent Event Ticket Sales, hereby states that he is authorized to enter into and execute this Assurance of Voluntary Compliance on behalf of Respondent Event Ticket Sales.
- G. Respondents understand and agree that if Respondents have made any false statement in or related to this Assurance of Voluntary Compliance, that such statement is made pursuant to and under penalty of 18 P.S. § 4904 relating to unsworn falsifications to authorities.
- H. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.
- I. This Assurance of Voluntary Compliance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There

are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Assurance of Voluntary Compliance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance of Voluntary Compliance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

J. Respondents agree by the signing of this Assurance of Voluntary Compliance that Respondents shall abide by each of the aforementioned provisions and that the breach of any one of these terms shall be sufficient warrant for the Commonwealth of Pennsylvania to seek penalties provided for under Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a), and to seek any other equitable relief which the Court deems necessary or proper, up to and including forfeiture of the right to engage in trade or commerce within the Commonwealth of Pennsylvania.

K. Following full payment of the amount due under this Assurance of Voluntary Compliance and the execution and filing of this Assurance of Voluntary Compliance, the Commonwealth agrees that this Assurance of Voluntary Compliance fully and finally resolves the civil investigation related to alleged violations of the Consumer Protection Law regarding the conduct described herein.

L. This Assurance of Voluntary Compliance is made and entered into without trial or finding of fact or conclusions of law by a court. This Assurance of Voluntary Compliance does not constitute evidence against or an admission by Respondents of any issues of fact or any violations of law in the past or that Respondents have engaged in any inappropriate activities or other wrongdoing, and shall not be used in a manner inconsistent with these terms.

M. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.

N. The "Effective Date" of this Assurance of Voluntary Compliance shall be the day it is filed with the Court.

O. If any clause, provision or section of this Assurance of Voluntary Compliance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance of Voluntary Compliance and the Assurance of Voluntary Compliance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

P. Respondents shall not, directly or indirectly, form a separate entity or corporation or take any other action for the purpose of engaging in acts prohibited by this Assurance of Voluntary Compliance, or for the purpose of circumventing this Assurance of Voluntary Compliance.

Q. Respondents shall not represent or imply that the Commonwealth acquiesces in, or approve of, Respondents' past or current business practices, or any future practices that Respondents may adopt or consider adopting.

R. Nothing herein shall preclude Respondent from doing business in the Commonwealth pursuant to any subsequently enacted, promulgated, modified, or interpreted federal or state statute, including modifications to, or interpretations of existing statutes. In the event that any statute, rule or regulation pertaining to the subject matter of this Assurance of Voluntary Compliance is subsequently enacted, promulgated, modified, or interpreted by a federal or state court, or any federal or state government, or any federal or state agency, or a court of competent jurisdiction holds that such statute, rule or regulation is in conflict with any provision of this Assurance

of Voluntary Compliance, Respondent's compliance with such statute, rule or regulation and such action shall not constitute a violation of this Assurance of Voluntary Compliance.

**WHEREFORE**, intending to be legally bound, the parties have hereto set their hands and seals.

**FOR THE PETITIONER:**

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

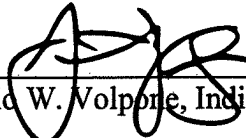
Josh Shapiro  
*Attorney General*

Date: 11/16/2020 By: /s/ Sarah A. E. Frasch  
SARAH A. E. FRASCH  
*Chief Deputy Attorney General*  
PA Attorney ID #203529

JOHN M. ABEL  
*Senior Deputy Attorney General*  
PA Attorney ID #47313  
Pennsylvania Office of Attorney General  
Bureau of Consumer Protection  
15<sup>th</sup> Floor, Strawberry Square  
Harrisburg, Pennsylvania 17120  
Telephone: (717) 783-1439  
Facsimile: (717) 705-3795  
[jabel@attorneygeneral.gov](mailto:jabel@attorneygeneral.gov)

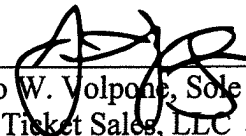
**FOR THE RESPONDENTS:  
EVENT TICKET SALES, LLC and  
GUINIO W. VOLPONE**

Date: 11/9/20

  
\_\_\_\_\_  
Guinio W. Volpone, Individually

Date: 11/9/20

By:

  
\_\_\_\_\_  
Guinio W. Volpone, Sole Member of  
Event Ticket Sales, LLC

## **EXHIBIT A**





Events	Philadelphia, PA	
TUESDAY Dec 3, 2019 6:30 PM	Cattle Decapitation The Foundry Philadelphia - Philadelphia, PA	<a href="#">Tickets</a>
TUESDAY Dec 3, 2019 7:00 PM	Lafayette College Leopards at Saint Josephs Hawks Mens... Michael J Hagan Arena - Philadelphia, PA	<a href="#">Tickets</a>
TUESDAY Dec 3, 2019 7:00 PM	Toronto Maple Leafs at Philadelphia Flyers Wells Fargo Center-PA - Philadelphia, PA	<a href="#">Tickets</a>
TUESDAY Dec 3, 2019 7:00 PM	Universoul Circus Universoul Circus Philadelphia - 52nd and Parkside Ave - Philadelphia, PA	<a href="#">Tickets</a>
TUESDAY Dec 3, 2019 7:00 PM	Bela Fleck Kimmel Center - Verizon Hall - Philadelphia, PA	<a href="#">Tickets</a>
TUESDAY Dec 3, 2019 7:01 PM	Philadelphia Flyers Parking Wells Fargo Center Philadelphia Parking - Philadelphia, PA	<a href="#">Tickets</a>
TUESDAY Dec 3, 2019 7:30 PM	Spongebob Squarepants the Musical Forrest Theatre - Philadelphia, PA	<a href="#">Tickets</a>
TUESDAY Dec 3, 2019 8:00 PM	David Benoit City Winery - Philadelphia - Philadelphia, PA	<a href="#">Tickets</a>
TUESDAY Dec 3, 2019 8:00 PM	Shrek - The Musical Walnut Street Theatre - Philadelphia, PA	<a href="#">Tickets</a>
TUESDAY Dec 3, 2019 8:00 PM	Chris Isaak Keswick Theatre - Glenside, PA	<a href="#">Tickets</a>
WEDNESDAY Dec 4, 2019 10:30 AM	Universoul Circus Fairmount Park - Philadelphia, PA	<a href="#">Tickets</a>
WEDNESDAY Dec 4, 2019 6:30 PM	Penn Quakers at Villanova Wildcats Finneran Pavilion - Villanova, PA	<a href="#">Tickets</a>
WEDNESDAY Dec 4, 2019 6:31 PM	Villanova Wildcats Mens Basketball Parking Finneran Pavilion Parking - Villanova, PA	<a href="#">Tickets</a>
WEDNESDAY Dec 4, 2019 7:00 PM	Princeton Tigers at Drexel Dragons Mens Basketball Daskalakis Athletic Center - Philadelphia, PA	<a href="#">Tickets</a>
WEDNESDAY Dec 4, 2019 7:00 PM	Universoul Circus Fairmount Park - Philadelphia, PA	<a href="#">Tickets</a>
WEDNESDAY Dec 4, 2019 7:00 PM	Universoul Circus Universoul Circus Philadelphia - 52nd and Parkside Ave - Philadelphia, PA	<a href="#">Tickets</a>
WEDNESDAY Dec 4, 2019 7:30 PM	Spongebob Squarepants the Musical Forrest Theatre - Philadelphia, PA	<a href="#">Tickets</a>
WEDNESDAY Dec 4, 2019 8:00 PM	Madeon Franklin Music Hall - Philadelphia, PA	<a href="#">Tickets</a>
WEDNESDAY Dec 4, 2019 8:00 PM	Shrek - The Musical Walnut Street Theatre - Philadelphia, PA	<a href="#">Tickets</a>
WEDNESDAY Dec 4, 2019 8:00 PM	She and Him The Met Philadelphia - Philadelphia, PA	<a href="#">Tickets</a>

Buyer Guarantee



Every order is backed by our buyer guarantee. All tickets will arrive before your event, and refunds are given for any canceled event. We are a resale marketplace and not owned by any venue. Prices may be above face value.

Secure Checkout



Security is a top priority for us. We do not sell your information to third party vendors.

Top Events

Concerts

Elly Joel  
Celine Dion  
Cher  
Eton John  
George Strait

Theatre

Andres Bocelli  
Hamilton  
Oprah Winfrey  
Jerry Seinfeld  
Radio City Christmas Spectacular

Sports

Arizona Cardinals  
Boston Celtics  
Chicago Bears  
Dallas Cowboys  
Green Bay Packers

Testimonials



**OUR GUARANTEE**  
Secure Box Office is committed to providing you the best buying experience for a 100% Buyer Guarantee.



**UPS TRACKING**  
Track your tickets along their route with UPS Tracking!  
Track Your Tickets

SECURE CHECKOUT

We go the extra step to make sure all orders are secure and safe, and we never sell your information to third parties.



## **EXHIBIT B**

## Delivery

E-mail Address Retype e-mail address ☒ Send me exclusive discounts and updates for events in my area.Delivery Country Delivery Method 

## Billing

Payment Method ☒ Pay by credit card☐ Pay with Paypal

Credit Card Number

Expiration Month

Expiration Year

Security Code

What's this?

## Event Ticket Insurance

Get reimbursed up to 100% with event ticket protection for an additional \$15.50 total. If you can't attend an event for a number of reasons - such as covered illness, airline delays, traffic accidents, mechanical breakdowns, and more - you'll get up to 100% of the ticket price returned to you.

Recommended, offered and sold by Allianz Global Assistance. Underwritten by Jefferson Insurance Company. Terms and exclusions (incl. for pre-existing conditions) apply. Plan details and disclosures. Insurance billed separately through Allianz Global Assistance.

"A friend suggested I purchase this policy and I am so grateful that I did. Will never purchase tickets without it again!" - Tanya H, Alpharetta, GA

☐ Yes! I would like to protect my ticket purchase for Philadelphia Flyers. (Highly Recommended)☒ No, I prefer not to protect my \$171.52 ticket purchase.

6,516 people protected their tickets in the last 7 days

## Terms And Conditions

To complete your order, you must agree to the Terms and Conditions, and confirm you have reviewed the order summary above. All prices are listed in US Dollars. All sales are final.

Agree to Terms ☒ I agree to the sales terms and refund policy listed above and acknowledge that this site is a resale marketplace.

PLACE ORDER



## Tampa Bay Lightning at Philadelphia Flyers

Wells Fargo Center-PA - Philadelphia, PA

Sat Jan 11, 2020 7:00 PM

Section: Mezzanine 220 Row: 12

Qty: 2

Subtotal \$67.00 x 2

## Customer Reviews

★★★★★

"It was easy and fast to order and receive tickets"

-Kenny A.

★★★★★

"Very good and easy shopping experience"

-Claudia H.

★★★★★

"Love the website I would most definitely come back to buy more tickets"

-Yasmine Q.



## Purchase Information

A return e-mail stating that you have been charged for your order serves as acceptance of your offer to purchase tickets.

All sales are final. There are no refunds, exchanges or cancellations. If the event is postponed, tickets will be honored for the rescheduled date.

We are an independent resale marketplace. Ticket prices may be above or below face value. We are not affiliated with any venue.

☒ Your order information is secured

This site uses SSL encryption to securely transmit your order information for processing. Your personal information will not be sold or rented. For more information, please review our privacy policy.

## **EXHIBIT C**

## Delivery

E-mail Address Retype e-mail address ☒ Send me exclusive discounts and updates for events in my areaDelivery Country Delivery Method 

## Billing

Payment Method ☒ Pay by credit card☐ Pay with Paypal

Credit Card Number

Expiration Month

Expiration Year

Security Code

What's this?

## Event Ticket Insurance

Get reimbursed up to 100% with event ticket protection for an additional \$15.50 total. If you can't attend an event for a number of reasons - such as covered illness, airline delays, traffic accidents, mechanical breakdowns, and more - you'll get up to 100% of the ticket price returned to you.

Recommended, offered and sold by Allianz Global Assistance. Underwritten by Jefferson Insurance Company. Terms and exclusions (incl. for pre-existing conditions) apply. [Plan details and disclosures](#). Insurance billed separately through Allianz Global Assistance.

"A friend suggested I purchase this policy and I am so grateful that I did. Will never purchase tickets without it again!" - Tanya H., Alpharetta, GA

☒ Yes! I would like to protect my ticket purchase for Philadelphia Flyers. (Highly Recommended)☐ No, I prefer not to protect my \$171.52 ticket purchase.

6,516 people protected their tickets in the last 7 days

## Terms And Conditions

To complete your order, you must agree to the [Terms and Conditions](#), and confirm you have reviewed the order summary above. All prices are listed in US Dollars. All sales are final.

Agree to Terms ☒ I agree to the sales terms and refund policy listed above and acknowledge that this site is a resale marketplace

PLACE ORDER



## Tampa Bay Lightning at Philadelphia Flyers

Wells Fargo Center-PA - Philadelphia, PA

Sat Jan 11, 2020 7:00 PM

Section: Mezzanine 220 Row: 12

Qty: 2

Subtotal \$67.00 x 2

## Customer Reviews

★★★★★

"It was easy and fast to order and receive tickets"

-Kenny A.

★★★★★

"Very good and easy shopping experience"

-Claudia H.

★★★★★

"Love the website I would most definitely come back to buy more tickets"

-Yasmine Q.



## Purchase Information

A return e-mail stating that you have been charged for your order serves as acceptance of your offer to purchase tickets.

All sales are final. There are no refunds, exchanges or cancellations. If the event is postponed, tickets will be honored for the rescheduled date.

We are an independent resale marketplace. Ticket prices may be above or below face value. We are not affiliated with any venue.

☒ Your order information is secured

This site uses SSL encryption to securely transmit your order information for processing. Your personal information will not be sold or rented. For more information please review our [privacy policy](#).



## **EXHIBIT D**

## Delivery

E-mail Address [redacted]@gmail.com ✓

Retype e-mail address [redacted]10@gmail.com ✓

☒ Send me exclusive discounts and updates for events in my area

Delivery Country United States

Delivery Method Electronic - Instant Download

When will my e-tickets be delivered?

## Billing

Payment Method ☒ Pay by credit card☐ Pay with Paypal

Billing Address First name Last name

First Last

Address 1 Address 2

Street Address Apt, Suite or Floor (optional)

City State

City Choose

Zip Country

12345 United States

Phone

555-555-5555

Credit Card Number

[redacted] VISA [redacted] [redacted] [redacted]

Expiration Month Expiration Year

Month Year

Security Code

CVV

What's this?

## Tampa Bay Lightning at Philadelphia Flyers

Wells Fargo Center-PA - Philadelphia, PA

Sat Jan 11, 2020 7:00 PM

Section: Mezzanine 220 Row: 12

City: 2

Subtotal \$67.00 x 2

Service Charges \$18.76 x 2

Instant Download \$7.50

Total Charge \$179.02

## Customer Reviews

★★★★★

"It was easy and fast to order and receive tickets"

-Kenny A.

★★★★★

"Very good and easy shopping experience"

-Claudia H.

★★★★★

"Love the website I would most definitely come back to buy more tickets"

-Yasmine Q.



## Purchase Information

A return e-mail stating that you have been charged for your order serves as acceptance of your offer to purchase tickets

All sales are final. There are no refunds, exchanges or cancellations. If the event is postponed, tickets will be honored for the rescheduled date.

We are an independent resale marketplace. Ticket prices may be above or below face value. We are not affiliated with any venue.

☒ Your order information is securedThis site uses SSL encryption to securely transmit your order information for processing. Your personal information will not be sold or rented. For more information, please review our [privacy policy](#).

## Event Ticket Insurance

If you can't attend an event for a number of reasons - such as covered illness, airline delays, traffic accidents, mechanical breakdowns, and more - you'll get up to 100% of the ticket price returned to you. Offered and sold by Allianz Global Assistance. Underwritten by Jefferson Insurance Company. Terms and exclusions (incl. pre-existing conditions) apply. Plan details and disclosures. Insurance billed separately through Allianz Global Assistance.

☒ Yes, add event ticket protection for an additional \$7.75 per ticket (\$15.50 total)☐ No, I prefer not to protect my ticket purchase

## Terms And Conditions

To complete your order, you must agree to the Terms and Conditions, and confirm you have reviewed the order summary above. All prices are listed in US Dollars. All sales are final.

☒ Agree to Terms I agree to the sales terms and refund policy listed above and acknowledge that this site is a resale marketplace. By clicking "Place Order", my credit card will be charged \$179.02 which includes ticket, service, and delivery fees.

PLACE ORDER



**IN THE COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY, PENNSYLVANIA  
FIRST JUDICIAL DISTRICT  
CIVIL TRIAL DIVISION**

<hr/> <b>COMMONWEALTH OF PENNSYLVANIA</b>	:	
<b>BY ATTORNEY GENERAL JOSH SHAPIRO</b>	:	
	:	
<b>Petitioner</b>	:	<b>CIVIL ACTION – EQUITY</b>
	:	
<b>v.</b>	:	
	:	
<b>EVENT TICKET SALES, LLC</b>	:	
<b>DBA BoxOfficeTickets and SecureBoxOffice</b>	:	
<b>7202 Giles Road, Suite 4 #330</b>	:	
<b>LaVista, Nebraska 68128</b>	:	
	:	
<b>and</b>	:	
	:	
<b>GUINIO W. VOLPONE, individually and as</b>	:	
<b>Sole Member of Event Ticket Sales, LLC</b>	:	
<b>and DBA Box Office Tickets and</b>	:	
<b>Secure Box Office</b>	:	
<b>13810 Hamilton Street</b>	:	
<b>Omaha, Nebraska 68154</b>	:	
	:	
<b>Respondents</b>	:	
<hr/>	:	

**CERTIFICATE OF SERVICE**

I, Sarah A. E. Frasch, counsel for the Commonwealth, hereby certify that I caused a true and correct copy of the foregoing document to be mailed first class postage prepaid, to the following:

Guinio W. Volpone  
Event Ticket Sales, LLC  
13810 Hamilton Street  
Omaha, Nebraska 68154

Andrew J. Hilger, Esquire  
5170 Leavenworth Street  
Omaha, Nebraska 68106  
*Attorney for Respondents*

Date: 11/19/2020

By: /s/ Sarah A. E. Frasch  
**Sarah A. E. Frasch**  
Chief Deputy Attorney General



PA Attorney I.D. No. 203529  
Bureau of Consumer Protection  
15<sup>th</sup> Floor, Strawberry Square  
Harrisburg, PA 17120  
Telephone: (717) 497-5123  
Facsimile: (717) 705-3795  
Email: [sfrasch@attorneygeneral.gov](mailto:sfrasch@attorneygeneral.gov)  
*Attorney for Petitioner*