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CUMBERLAND COUNTY  
PENNSYLVANIA

**Paul D. Edger, Esquire**  
Supreme Court I.D. 312713  
Senior Deputy Attorney General  
Pennsylvania Office of Attorney General  
Strawberry Square, 15<sup>th</sup> Floor  
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*Attorney for Commonwealth*

**IN THE COURT OF COMMON PLEAS  
CUMBERLAND COUNTY, PENNSYLVANIA**

**COMMONWEALTH OF PENNSYLVANIA** :  
**BY ATTORNEY GENERAL JOSH SHAPIRO,** :  
: **No. 2022-07262**  
**Plaintiff,** :  
: **CIVIL ACTION - EQUITY**  
**v.** :  
**RYADD, INC. d/b/a ONLINECITYTICKETS** :  
**and TICKETSONSALE** :  
**Defendant** :

**ASSURANCE OF VOLUNTARY COMPLIANCE**

**AND NOW**, comes the Commonwealth of Pennsylvania by Attorney General Josh Shapiro ("Commonwealth"), which caused an investigation to be made into the business practices of RYADD, INC., doing business as OnlineTicketSales at onlineticketsales.com and TicketsOnSale at ticketsonsale.com ("RYADD" and/or "Respondent") pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* ("*Consumer Protection Law*"), and states the following:

**WHEREAS**, Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, acting by Attorney General Josh Shapiro, with offices located at Strawberry Square, 15th Floor, Harrisburg, Pennsylvania 17120;

**WHEREAS**, Respondent RYADD is a corporation organized under the laws of the State of Florida, with its principal place of business at 1317 Edgewater Drive, #3223, Orlando, Florida 32804. (“Respondent”);

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

**WHEREAS**, RYADD conducts sales online, and have solicited and sold their product/services to consumers across the Commonwealth, including Cumberland County, Pennsylvania.

#### **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 Respondent's 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**, based upon its investigation, the Commonwealth believes Respondent has engaged in conduct which violates the *Consumer Protection Law*, as more fully set forth below.

**WHEREAS**, Respondent has engaged in trade and 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 Respondent has engaged in conduct which violates the *Consumer Protection Law*, as more fully set forth below:

1. Respondent operates two internet websites, [www.onlinecitytickets.com](http://www.onlinecitytickets.com) and [www.ticketsonsale.com](http://www.ticketsonsale.com) where tickets are offered for sale for events located in Pennsylvania and elsewhere and/or to Pennsylvania residents. *See* Exhibits "A" and "B."
2. On both websites, Respondent lists available tickets for the consumer to select from a specified seating "zone" or row depending on the venue, along with the purchase price

for each ticket offered for sale. In most instances, consumers are not notified of their seat and/or row number until completion of the sale.

3. After the consumer selects the tickets for purchase, the consumer is redirected to a checkout process which varies depending upon each website.

a. [www.onlinecitytickets.com](http://www.onlinecitytickets.com)

i. The checkout page first provides an order summary on the left, which includes the event purchased, the location, date and time of the event, and general seating information. ("Summary Box"). Below the Summary Box in a light-gray box is the Subtotal Amount which includes the price per ticket as listed on Respondent's website and the quantity of tickets purchased ("Price Box"). To the right of the Summary Box and Price Box is the payment form ("Form") which requires the consumer to input their contact information, delivery method, and payment/billing information all on one screen.

ii. 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.

iii. Once the delivery method is selected, the Price Box includes the subtotal, a service charge per ticket, the delivery charge and the Final Price of the purchase.

b. [www.ticketsonsale.com](http://www.ticketsonsale.com)

- i. The checkout page identifies an order summary on the right, which includes the event purchased, the location, date and time of the event. Just below indicates the section of the tickets purchased, the row, the base price per ticket, and a box which identifies the quantity of tickets purchased (“Summary Box”). To the left of the Summary Box, the consumer is required to login or register their account by inputting their e-mail address or proceed as a guest without a login or registration.
- ii. Prior to having to provide the consumer’s login or proceeding as a guest, on the right side below the Order Summary, toward the bottom of the page and out of the line of sight of the consumer in the opposite side of the screen where the consumer is entering their login information appears a faint gray box which includes the subtotal price of the tickets selected, a service charge per ticket, the delivery charge, and the Final Price of the purchase (“Final Price”).
- iii. After inputting their e-mail address, the screen proceeds to require the consumer to select their delivery country as well as their delivery method.
- iv. After selecting the consumers’ delivery country and method, the screen proceeds and requires the consumer to select their payment method as one of two options, either by credit card or via PayPal. While payment method selection is made at this point, no payment information is input.
- v. After making their payment method selection and inputting the consumer’s billing address, the screen proceeds to the final page of the

checkout process, which requires the consumer to input their payment information, as well as purchase or waive insurance on the purchase price, and agree to the terms and conditions before placing the Order.

- vi. The Final Price previously identified in paragraph (ii) is also identified in 10.5 gray font against a white background, not bolded, just above the “Place Order” button at the very bottom of the screen, which confirms the Final Price, as well as the statement “All sales are final.”
4. The Commonwealth alleges that the Respondent’s website at one time failed to obtain appropriate consent from consumers prior to charging the consumers’ payment methods for the tickets, due to the failure to Clearly and Conspicuously disclose the Final Price of the tickets prior to sale.
5. Consumers have 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.
6. On March 13, 2020, the United States declared COVID-19 a national emergency, which resulted in numerous shows being postponed and/or cancelled as a result.
7. The Commonwealth alleges that Respondent’s refund policy changed numerous times following the announcement by the United States of the national emergency, and that Respondent applied the changed terms to both new purchases and to purchases made prior to the change of policy.
8. Respondent’s refund policy prior to the pandemic stated “All sales are final. A full refund of the purchase price will be given for cancelled event.”
9. The revised refund policy stated, and continues to state:

“All sales are final. If an event is cancelled, we will refund the purchase price (including delivery charges, less possible restocking fees), or will

issue a credit for use on a future purchase, as determined in our sole discretion (unless otherwise required by applicable law).”

10. The Commonwealth contends that it is an unfair and deceptive business practice to unilaterally change these terms as to consumers who had already purchased tickets from Respondent under the prior terms and conditions stating that a full refund would be given for cancelled events.
11. Respondent has indicated its refund policy is to issue a credit toward a future purchase unless a consumer indicates within a specific time period their desire for a monetary refund. The Commonwealth contends that this policy violates Pennsylvania law.
12. Additionally, Respondent’s website [www.onlinecitytickets.com](http://www.onlinecitytickets.com) at one time utilized terminology and provided information about venues that the Commonwealth contends misled consumers into believing onlinecitytickets.com was actually doing business as the venue itself.

**WHEREAS**, as a result of the alleged violations of the *Consumer Protection Law*, set forth above, Respondent has purportedly engaged in “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)(ii), (iii), (iv), (v) and (xxi):

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services, 73 P.S. § 201-2(4)(ii);
- b. Causing likelihood of confusion or of misunderstanding as to the affiliation, connection or association with, or certification by, another, 73 P.S. § 201-2(4)(iii);
- c. Using deceptive representations or designations of geographic origin in connection with goods or services, 73 P.S. § 201-2(4)(iv);

- d. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he does not have, 73 P.S. § 201-2(4)(v); and
- e. 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**, 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 and 201-5.

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

**WHEREAS**, Respondent denies all allegations contained herein, and specifically denies that it violated the *Consumer Protection Law*.

**WHEREAS**, Respondent desires to comply with the civil laws of the Commonwealth of Pennsylvania and desires to resolve this dispute amicably.

#### **SETTLEMENT TERMS**

**NOW THEREFORE**, having conducted trade and commerce within the Commonwealth, Respondent agrees for itself, its successors, assigns, officers, partners, agents, representatives, employees, and all other persons acting on its behalf, jointly or individually, directly or indirectly, or through any corporate or business device, as follows:

- I. The Above Recitals are Incorporated Herein as Though Fully Set Forth.**
- II. Injunctive and Affirmative Relief**



A. Respondent SHALL fully comply with any and all provisions of the *Consumer Protection Law*, including any amendments thereto, and is permanently enjoined from any violation thereof.

B. Respondent 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:

1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services, as prohibited by Section 201-2(4)(ii) of the *Consumer Protection Law*, 73 P.S. § 201-2(4)(ii);
2. Causing likelihood of confusion or of misunderstanding as to the affiliation, connection or association with, or certification by, another, as prohibited by Section 201-2(4)(iii) of the *Consumer Protection Law*, 73 P.S. § 201-2(4)(iii);
3. Using deceptive representations or designations of geographic origin in connection with goods or services, as prohibited by Section 201-2(4)(iv) of the *Consumer Protection Law*, 73 P.S. § 201-2(4)(iv);
4. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he does not have, as prohibited by Section 201-2(4)(v) of the *Consumer Protection Law*, 73 P.S. § 201-2(4)(v); and
5. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) or 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 Respondent (“Respondent’s Websites”), Respondent 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. After any ticket purchase, Respondent SHALL NOT, as applied to that consumer, unilaterally change policies related to cancelled 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 Respondent from modifying terms and conditions relating to future purchases.

E. Respondent SHALL ensure all Pennsylvania consumers automatically receive a monetary refund for a cancelled event as required by Pennsylvania law, and shall only provide a Pennsylvania consumer with a credit toward a future purchase if the consumer agrees at the time of purchase or after cancelation to a credit in lieu of a monetary refund by some affirmative act.

F. Respondent SHALL ensure all monetary refunds issued to Pennsylvania consumers shall be processed and provided to consumers within a reasonable period of time, without undue delay.

G. Respondent SHALL provide disclaimers on any media which contains detailed information concerning a venue site in a Clear and Conspicuous manner that Respondent has no affiliation with nor is acting on behalf of said venue.

### **III. Monetary Relief**

A. Respondent shall be jointly and severally liable for and shall pay to the Commonwealth the amount of FIFTY THREE THOUSAND THREE HUNDRED DOLLARS (\$53,300.00), (“Required Payment”) which shall be allocated as follows:

1. **Restitution** in the amount of ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300.00), 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 Respondent’s 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 TWELVE THOUSAND (\$12,000.00) DOLLARS to be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this 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.
3. **Civil penalties** in the amount of FORTY THOUSAND (\$40,000.00) DOLLARS which shall be suspended so long as Respondent fully complies with all terms of this Assurance of Voluntary Compliance.

B. **Additional Restitution** set forth in Paragraph III (A), Respondent SHALL provide a refund to any and all additional consumers who while a resident of Pennsylvania, purchased tickets(s) from Respondent’s websites, and who file complaints with the Bureau within ninety (90) 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 ninetieth (90th) day after the Effective Date of this Assurance of Voluntary Compliance shall be deemed timely.
2. A refund shall be paid to consumers who demonstrate to the satisfaction of the Commonwealth that they were harmed by conduct of Respondent 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 12. The refund shall be the full purchase price paid by the consumer, inclusive of any fees and other additional charges by Respondent.
3. In order for a consumer to be eligible for consideration for a refund from Respondent hereunder, the consumer must provide adequate documentation which supports his or her claim, complaint, or restitution request. The determination of whether such documentation is adequate and/or whether a consumer shall receive a refund hereunder shall be within the sole discretion of the Commonwealth.
4. Respondent agrees 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 refund requests within the aforementioned ninety (90) day period.

**C. Refunds**

1. In addition, Respondent SHALL provide a full monetary refund to any Pennsylvania consumer who, after the date of execution of this Assurance of Voluntary Compliance, requests a monetary refund either directly to Respondent's

customer service representative or through a complaint to the Commonwealth of a ticket purchase made for a subsequently cancelled event.

**D. Payment Terms:**

1. Respondent SHALL pay the amount of THIRTEEN THOUSAND THREE HUNDRED DOLLARS (\$13,300.00) upon Respondent executing this Assurance of Voluntary Compliance.
2. Within 180 days after the Effective Date of this Assurance of Voluntary Compliance the Commonwealth will submit a demand to Respondent, through counsel, for the full amount of Additional Restitution. Respondent SHALL pay the Additional Restitution within thirty (30) days of receipt of the Commonwealth's demand.
3. Payments shall be made by certified check, cashier's check, or money order, made payable to the Commonwealth of Pennsylvania, and forwarded to Paul D. Edger, Senior Deputy Attorney General, Pennsylvania Office of Attorney General, Bureau of Consumer Protection, Strawberry Square, 15<sup>th</sup> Floor, Harrisburg, Pennsylvania 17120.

**IV. Miscellaneous Terms**

A. The Court of Common Pleas of Cumberland County, Pennsylvania shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondent for the purpose of enforcing this Assurance of Voluntary Compliance.

B. Time shall be of the essence with regards to Respondent's obligations hereunder.

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

D. Respondent further agrees 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. Respondent understands and agrees that if Respondent has 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 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

F. 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.

G. 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 agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

H. 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 that are not fully expressed herein or attached

hereto. Each party specifically warrants that this Assurance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

I. Respondent agrees by the signing of this Assurance of Voluntary Compliance that it shall abide by each of the aforementioned provisions and that the breach of any one of these terms, including but not limited to the payment terms, shall be sufficient warrant for the Commonwealth of Pennsylvania to petition the Court of Common Pleas of Cumberland County, or any court of competent jurisdiction, to seek the 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.

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

K. 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.

L. Respondent shall not represent or imply that the Commonwealth acquiesces in, or approves of, Respondent's past or current business practices, efforts to improve its practices, or any future practices that Respondent may adopt or consider adopting.

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

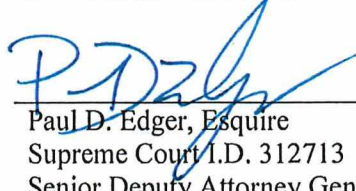
**FOR THE PETITIONER:**

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
ATTORNEY GENERAL

Date: 9/8/22

By: \_\_\_\_\_



Paul D. Edger, Esquire  
Supreme Court I.D. 312713  
Senior Deputy Attorney General  
Pennsylvania Office of Attorney General  
15<sup>th</sup> Floor, Strawberry Square  
Harrisburg, Pennsylvania 17120  
Tel: (717) 857-2084  
pedger@attorneygeneral.gov



**FOR THE RESPONDENT:**

**RYADD, Inc.**

The undersigned is authorized to enter into and execute this AVC by and on behalf of Respondent, and Respondent has been represented by legal counsel and has been advised by its legal counsel of the meaning and effect of this AVC.

Date: 9/6/2022 By: Sarah Hyser-Staub

**Sarah Hyser-Staub, Esquire**  
Supreme Court I.D. 315989  
McNees Wallace & Nurick LLC  
100 Pine St.  
Harrisburg, PA 17101  
*Attorney for Respondent*

# Exhibit “A”



We are a resale marketplace.  
Prices may exceed face value.  
This site is not owned by any venue.

**BUYING AND SELLING CONCERT, SPORTS, AND THEATER TICKETS**  
Powered by OnlineCityTickets.com

HOME ABOUT US CONTACT US POLICIES FAQ



Search Events

Date	Event Information	Tickets
Aug 22, 2022 Mon 6:00 PM	<b>The Garcia Project - Tribute to Jerry Garcia</b> Rams Head On Stage - Annapolis, MD	Tickets
Aug 23, 2022 Tue 7:00 PM	<b>Gavin Degraw</b> Rams Head On Stage - Annapolis, MD	Tickets
Aug 23, 2022 Tue 7:05 PM	<b>Lynchburg Hillcats at Delmarva Shorebirds</b> Arthur W Perdue Stadium - Salisbury, MD	Tickets
Aug 23, 2022 Tue 7:05 PM	<b>Chicago White Sox at Baltimore Orioles</b> Camden Yards - Baltimore, MD	Tickets
Aug 23, 2022 Tue 7:05 PM	<b>Wilmington Blue Rocks at Aberdeen Ironbirds</b> Ripken Stadium - Aberdeen, MD	Tickets
Aug 23, 2022 Tue 7:05 PM	<b>Baltimore Orioles Parking</b> Camden Yards Parking - Baltimore, MD	Tickets
Aug 23, 2022 Tue 7:30 PM	<b>Ben Palmer (18+ Event)</b> Magoobys Joke House - Lutherville-Timonium, MD	Tickets
Aug 23, 2022 Tue 8:00 PM	<b>Duran Duran</b> Merrweather Post Pavilion - Columbia, MD	Tickets
Aug 24, 2022 Wed 7:00 PM	<b>Gavin Degraw</b> Rams Head On Stage - Annapolis, MD	Tickets
Aug 24, 2022 Wed 7:05 PM	<b>Lynchburg Hillcats at Delmarva Shorebirds</b> Arthur W Perdue Stadium - Salisbury, MD	Tickets
Aug 24, 2022 Wed 7:05 PM	<b>Chicago White Sox at Baltimore Orioles</b> Camden Yards - Baltimore, MD	Tickets
Aug 24, 2022	<b>Wilmington Blue Rocks at Aberdeen Ironbirds</b>	Tickets

**TICKET INFORMATION**

**INVENTORY**

We are a resale marketplace, not a box office or venue. Ticket prices may exceed face value. This site is not owned by any venue or box office.

**GUARANTEE**

100% Buyer Guarantee. Tickets are authentic and will arrive before event.

**TOP EVENTS**

**CONCERTS**

- Oceans Calling Festival
- Bruce Springsteen
- Duran Duran
- Outlaw Music Festival
- Rod Stewart
- Bruno Mars
- Odesza
- Pet Shop Boys
- All Things Go Festival
- Sunday in the Country

**SPORTS**

# Exhibit “B”

We are a resale marketplace. Ticket prices may exceed face value. This site is not a primary ticket seller or box office.

Event canceled or postponed? [Click here](#) to see how we are supporting our customers.

## TICKETSONSALE

Search by team, artist, event name or venue

Baltimore

CONCERTS SPORTS THEATER CITIES



# Harry Styles Tickets

[View Tickets](#)

### UPCOMING Local Events

**The Garcia Project - Tribute to Jerry Garcia**  
 Mon, Aug 22 2022  
 Rams Head On Stage - Annapolis MD

**Gavin Degraw**  
 Tue, Aug 23 2022  
 Rams Head On Stage - Annapolis MD

**Duran Duran**  
 Tue, Aug 23 2022  
 Merrimether Post Pavilion - Columbia MD

**Gavin Degraw**  
 Wed, Aug 24 2022  
 Rams Head On Stage - Annapolis MD

**Jack White**  
 Wed, Aug 24 2022  
 Rams Head On Stage - Annapolis MD

### TRENDING Events



**Morgan Wallen**  
[View Tickets](#)



**Post Malone**  
[View Tickets](#)



**Elton John**  
[View Tickets](#)



**Kevin Hart**  
[View Tickets](#)



**Luke Combs**  
[View Tickets](#)

### CUSTOMER Satisfaction



★★★★★

"Quick, easy and the price are exceptional. Would do it again in a heartbeat. Thanks !!"  
 - Alleen M.

★★★★★

"So easy, so fast, so convenient. And happy birthday to my wife."  
 - Roy P.

★★★★★

"Easy and quick process. Would definitely use again for future tickets."  
 - Joann G.

★★★★★

"Very easy and cheaper than stub hub for same tickets."


IN THE COURT OF COMMON PLEAS  
CUMBERLAND COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA :  
BY ATTORNEY GENERAL JOSH SHAPIRO, :  
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Plaintiff, : No.  
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v. :  
 : CIVIL ACTION - EQUITY  
RYADD, INC. d/b/a ONLINECITYTICKETS :  
and TICKETSONSALE :  
 :  
Defendant :

CERTIFICATE OF COMPLIANCE

I, Paul D. Edger, certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: 9/8/22

By:   
Paul D. Edger, Esquire  
Supreme Court I.D. 312713  
Senior Deputy Attorney General  
Pennsylvania Office of Attorney General  
Strawberry Square, 15<sup>th</sup> Floor  
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RYADD, INC. d/b/a ONLINECITYTICKETS :  
and TICKETSONSALE :  
 :  
Defendant :

CERTIFICATE OF SERVICE

I, Paul D. Edger, hereby certify that a true and correct copy of the foregoing *Assurance of Voluntary Compliance* was served on the individual identified below by **USPS First Class Mail**:

Sarah Hyser-Staub, Esquire  
McNees Wallace & Nurick LLC  
100 Pine St.  
Harrisburg, PA 17101

Date: 9/8/22

  
\_\_\_\_\_  
Paul D. Edger, Esquire  
Supreme Court I.D. 312713  
Senior Deputy Attorney General  
Pennsylvania Office of Attorney General  
Strawberry Square, 15<sup>th</sup> Floor  
Harrisburg, PA 17120  
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