

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

FILED-5

2003 JAN 23 AM 9:46
CIRCUIT COURT OF COOK
COUNTY ILLINOIS
CHANCERY DIV.
CLERK
DOROTHY BROWN

PETER JOHN CAVOTO, JR., on behalf of)
himself and all similarly situated class members,)
)
Plaintiff,)
)
vs.)
)
CHICAGO NATIONAL LEAGUE BALL)
CLUB, INC., a Delaware corporation, and)
WRIGLEY FIELD PREMIUM TICKET)
SERVICES, INC., a Delaware corporation,)
)
Defendants.)

No. 02-CH 18372

Hon. Sophia J. Hall

Calendar 14

Courtroom 2301

NOTICE OF FILING

TO: Natalie J. Spears
Sonnenschein, Nath & Rosenthal
233 S. Wacker Dr., Suite 8000
Chicago, IL 60606
Fax: 312-876-7934

PLEASE TAKE NOTICE that on January 22, 2003, we filed with the Clerk of the Circuit Court of Cook County, County Department, Chancery Division, **Plaintiff's First Amended Class Action Complaint for Injunctive and Other Relief**, a copy of which is attached hereto and hereby served upon you.




Attorney for Plaintiff

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Kenneth A. Michaels Jr.
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CERTIFICATE OF SERVICE

The undersigned attorney, certifies that on January 22, 2003, he caused this Notice of Filing and First Amended Complaint to be served upon the persons identified above or on the attached service list by: personally delivering a copy to the recipient at his or her respective address before 4:00 P.M; or, mailing a copy to the recipient at his or her respective address by depositing the same in United States Post Office Box with proper first class postage affixed thereto; or, personally delivering a copy to the recipient at his or her respective facsimile transmittal number, this transmittal being sent from a facsimile machine at 312-427-5709.


Paul M. Bauch

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

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2017 JAN 23 AM 9:46

CIRCUIT COURT OF COOK
COUNTY, ILLINOIS
CHANCERY DIV.

No. 02 CH 18372-CLERK
COURT

PETER JOHN CAVOTO, JR. and GERALD)
A. CARR, JR., individually and on behalf of all)
others similarly situated class members,)
)
Plaintiffs,)
)
vs.)
)
CHICAGO NATIONAL LEAGUE BALL)
CLUB, INC., a Delaware corporation, and)
WRIGLEY FIELD PREMIUM TICKET)
SERVICES, INC., a Delaware corporation,)
)
Defendants.)

Hon. Sophia J. Hall
Calendar 14
Courtroom 2301

FIRST AMENDED CLASS ACTION COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Peter John Cavoto, Jr. ("Cavoto") and Gerald A. Carr, Jr. ("Carr") (collectively the "Plaintiffs"), individually and on behalf of all other similarly situated class members, by their attorneys, Bauch & Michaels, Edward T. Joyce & Assoc., P.C., and Richard Hamid, complaining for injunctive and other relief against Chicago National League Ball Club, Inc. ("Ball Club") and Wrigley Field Premium Ticket Services, Inc. ("Premium Tickets") (collectively, the "Defendants"):

Nature of the Action

1. This action asserts causes of action for violations of the Illinois Ticket Scalping Act, 720 ILCS 375/1 *et seq.*, Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.*, and the Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 *et seq.*, against Ball Club, the owner and operator of the Chicago Cubs baseball team and Wrigley Field, a "baseball park," and Premium Tickets, an alter ego instrumentality corporation of Ball Club.

2. The claims asserted herein arise from the Ball Club's fraudulent and deceptive practice of engaging in original distribution sales of admission tickets to Wrigley Field ("Cubs Tickets"), at prices substantially greater than the "price printed upon the face of said ticket" or the "box office or advertised price" (hereinafter the "Lawful Price"), through an alter ego instrumentality corporation, Premium Tickets, based upon the false representations that such Cubs Tickets were being "resold" by a licensed ticket broker in the "resale market" and, in some cases, the false representations that all Cubs Tickets for a particular Cubs game were sold out or were otherwise unavailable.

3. The Illinois Ticket Scalping Act specifically prohibits the owner or operator of a baseball park from selling any admission tickets in excess of the Lawful Price, selling tickets at any place other than in the box office or other place on the premises of such baseball park, and placing any of its admission tickets for sale at any other place, unless they are sold at the same price such tickets are sold at the box office or other place on the premises of such baseball park, at the same advertised price or printed rate. Multiple remedies exist for violations of this Act, including, but not limited to, forfeiture of Ball Club's license to conduct baseball games at Wrigley Field, an injunction against future violations of the Act and the offering or selling admission tickets to the baseball park, and the award of statutory damages of \$100 for each sale of admission tickets in excess of the Lawful Price.

4. The Ball Club's conduct operates as a fraud and deceit upon consumers because it represents to the consumers that they are purchasing Cubs Tickets through a licensed ticket broker in the resale market, Premium Tickets and that original distribution sale tickets had been sold out or otherwise unavailable through Ball Club. In fact, consumers are being deceived or

forced into purchasing Cubs Tickets that were never offered for original distribution sale at prices in excess of the Lawful Price.

Parties

5. Cavoto is an individual residing in Cook County, Illinois, who purchases admission tickets to professional sporting events, including, but not limited to, Cubs Tickets for major league baseball games of the Chicago Cubs at the baseball park more commonly known as Wrigley Field (“Wrigley Field”), located at 1060 West Addison, Chicago, Illinois.

6. Carr is an individual residing in Cook County, Illinois, who purchases admission tickets to professional sporting events, including, but not limited to, Cubs Tickets for major league baseball games of the Chicago Cubs at Wrigley Field.

7. Plaintiffs purchased several Cubs Tickets from Premium Tickets at prices in excess of the Lawful Price of those particular Cubs Tickets.

8. Ball Club is a Delaware corporation with its principal place of business in Chicago, Cook County, Illinois, which is engaged in the business of owning and operating a major league baseball franchise commonly known as the “Chicago Cubs” and Wrigley Field.

9. Premium Tickets is a Delaware corporation incorporated on April 1, 2002 with its principal place of business located in a building commonly known as 3721 North Clark Street, Chicago, Illinois (the “Premium Ticket Premises”). Premium Tickets is an alter ego and instrumentality of Ball Club that was organized and is operated for the specific purpose of perpetrating a fraud and deceit upon the public by creating the appearance that Premium Tickets has a separate corporate identity and existence apart from Ball Club. Ball Club organized and operates Premium Tickets for purposes of evading the civil and criminal limitations and liabilities of the Illinois Ticket Scalping Act, the Illinois Consumer Fraud and Deceptive

Business Practices Act, and the Illinois Uniform Deceptive Trade Practices Act. Premium Tickets has no separate identity or existence from Ball Club and all aspects of its operations are controlled and dominated by Ball Club.

10. Diana-Quentin, Inc. ("Diana-Quentin") is an Illinois corporation, which is the legal owner of the Premium Ticket Premises. The Premium Ticket Premises are not located upon the Wrigley Field premises.

11. Ball Club, Diana-Quentin, and Premium Tickets are wholly owned subsidiaries of and are controlled and dominated by Tribune Company, a publicly-traded Delaware corporation.

12. Tribune Company reports the assets and liabilities and the operating results of the Ball Club, Diana-Quentin, and Premium Tickets in its consolidated financial statements. Tribune Company controls all aspects of management and operations of Ball Club, Diana-Quentin and Premium Tickets.

13. Mark A. McGuire ("McGuire") is the Executive Vice-President, Business Operations, of Ball Club, and the President of Diana-Quentin and Premium Tickets.

14. Dan Guza ("Guza") is a ticket sales representative employed by Ball Club and an "agent" of Premium Tickets

Ticket Scalping by Ball Club

15. On or before April 1, 2002, Ball Club and its parent corporation, Tribune Company, acting through McGuire, and assisted by attorneys employed by Tribune Company, caused Premium Tickets to be incorporated for purposes of engaging in original distribution sales of Cubs Tickets at prices in excess of the Lawful Price and registering as an Illinois Ticket Broker. Ball Club caused Premium Tickets to be organized because it knew that it could not

directly engage in original distribution sales of Cubs Tickets at prices in excess of the Lawful Price without violating the criminal and civil provisions of the Illinois Ticket Scalping Act.

16. On April 16, 2002, at the direction of Ball Club and McGuire, Guza filed a "2002 Ticket Broker Registration" application (the "Premium Ticket Registration"), on behalf of Premium Tickets, a copy of which is attached hereto as Exhibit A, with the Illinois Secretary of State.

17. In the Premium Ticket Registration, Guza certified under penalties of perjury that he is the agent for Premium Tickets and that Premium Tickets "engages in the resale of tickets on a regular and ongoing basis" from the Premium Ticket Premises. This statement by Guza is false, and was known to be false, because Premium Tickets does not engage in the "resale" of tickets but rather engages in original distribution sales of Cubs Tickets placed with it by the Ball Club at prices in excess of the Lawful Price.

18. In the Premium Ticket Registration, Guza certified under penalties of perjury that the resale of tickets constitutes 100% of the business activity conducted from the Premium Tickets Premises. This statement by Guza is false, and was known to be false, because Premium Tickets does not engage in the "resale" of tickets and Ball Club conducts numerous business activities, including, but not limited to vending operations, from the Premium Tickets Premises.

19. In the Premium Ticket Registration, Guza certified under penalties of perjury that Premium Tickets "engages in the resale of tickets on a regular and ongoing basis from one or more of the following permanent or fixed locations located within this state: 3639 N Clark St, Chicago, IL." This statement by Guza is false, and the statement was known to be false, because 3639 North Clark Street, Chicago, Illinois, is a vacant, dilapidated building.

20. In the Premium Ticket Registration, Guza certified under penalties of perjury that Premium Tickets “is in compliance with all applicable federal, State, and local laws relating to its ticket selling activities, ...” This statement by Guza is false, and was known to be false, because Premium Tickets’ organization and operations were conceived and designed for the specific purpose of evading applicable state and local laws prohibiting Ball Club’s original distribution sales of Cubs Tickets at prices in excess of the Lawful Price.

21. On or about June 15, 2002, Ball Club began placing Cubs Tickets with Premium Tickets for original distribution sale and Premium Tickets began selling such Cubs Tickets from the Premium Ticket Premises at prices in excess of the Lawful Price.

22. Upon information and belief, Ball Club employees acting as agents for Premium Tickets conduct the original distribution sales of Cubs Tickets from the Premium Tickets Premises.

23. Premium Tickets actually issues or “prints” Cubs Tickets at the Premium Tickets Premises and processes credit card payments using the same or similar ticketing terminals used at the Wrigley Field box office to issue or print Cubs Tickets and process credit card payments. Upon information and belief, Premium Tickets ticketing terminals are linked to the Ball Club’s central ticketing system. Ball Club’s central ticketing system and credit card processing is maintained and operated by Tickets.com, pursuant to an agreement between Tickets.com and Ball Club. Upon information and belief, Ball Club allocates and places blocks of Cub Tickets with Premium Tickets through its central ticketing system for original distribution sales at prices in excess of the Lawful Price, which if not sold by Premium Tickets, are reallocated to Ball Club and sold through the Wrigley Field box office at the Lawful Price

24. On or about June 19, 2002, the Ball Club issued a press release, a copy of which is attached hereto as Exhibit B, that provided in relevant part:

Wrigley Field Premium Ticket Services to offer tickets for sale to the public
Cubs tickets will also be available through a new licensed ticket broker, Wrigley Field Premium Ticket Services, Inc., located at 3717 N. Clark Street, just north of Wrigley Field. Wrigley Field Premium Ticket Services will make available quality tickets on the resale market - the same service currently offered by many ticket brokers surrounding Wrigley Field. Wrigley Field Premium Ticket Services can be reached at 866/272-6614.

25. The representations in the press release are materially false and deceptive because Ball Club knew that Premium Tickets is not a "resale market" participant and the Premium Tickets Premises is an "other place" where Ball Club is placing Cub Tickets for original distribution sales.

26. On or about June 21, 2002, and thereafter Ball Club distributed flyers, a copy of which is attached as Exhibit C, advertising: "Wrigley Field Premium Ticket Services, Inc.," "Game Sold Out?"; "Want the Best Seats?"; "Bleacher, Club/Field Boxes," and the address and telephone numbers for Premium Tickets. On or about June 21, 2002, and thereafter, Ball Club's affiliate, WGN Continental Broadcasting Company, another wholly owned subsidiary of Tribune Company, produced and began broadcasting television advertisements for Premium Tickets, similarly advertising "Game Sold Out"; "Want the Best Seats?," "Bleacher, Club/Field Boxes" and the address and telephone numbers of Premium Tickets. Throughout the 2002 baseball season, the ticket availability page of Ball Club's official web-site, represented that all bleacher and regular seats were "sold out" for certain games where Ball Club had placed Cubs Tickets for original distribution sale with Premium Tickets and which Cubs Tickets Premium Tickets sold at prices in excess of the Lawful Price.

27. Defendants by these advertisements and representations intended to and did create a false pretense in the mind of consumers that if Ball Club had previously sold all Cubs Tickets or the best seats for a particular game, Cubs Tickets would be available in the "resale market" through Premium Tickets. This advertising is false, and was known to be false, because Cubs Tickets placed for sale by Ball Club with Premium Tickets are original distribution sales that Ball Club withheld from original distribution sale at the Lawful Price.

28. During the 2002 season, Ball Club engaged among others, Mark Jacob, a staff reporter for its affiliate, the Chicago Tribune Company, to write a pictorial book relating to the history of Wrigley Field, titled "Wrigley Field, Celebration of the Friendly Confines." Ball Club owns the copyright for this book. In connection with the writing of this book, Jacobs interviewed Ball Club's director of ticket operations, Frank Maloney. In this book, Jacob reports that "Maloney makes no accommodations for the scalpers, though." Jacobs further quoted Maloney with respect to the resale market for Cubs Tickets as stating: "It's like the black market in World War II"... "It depletes the market. They drain the supply. They force the poor guy from Keokuk, Iowa. to come here and he can't get tickets and I think foolishly goes over there [to the ticket broker] and pays an exorbitant amount." These statements were false, and were known to be false, because Jacobs and Maloney knew that Ball Club was itself engaging in ticket scalping through its alter ego Premium Tickets and that Ball Club was itself withholding Cubs Tickets from the original distribution market and draining the supply in order to provide Premium Tickets with Cubs Tickets for sale at prices in excess of the Lawful Price.

Cavoto Purchases

29. On June 25, 2002, Cavoto purchased a club box seat (the "Club Boxes") ticket through Premium Tickets for a game on Tuesday, June 25, 2002, for \$50.00, plus an additional

amusement tax of \$.98. The face ticket price of the Club Boxes and the price at which the Club Boxes were being sold at the Wrigley Field box office was \$36.00, including applicable city and county taxes. (A copy of the transaction receipt and the ticket are attached hereto as Exhibit D.)

30. On June 25, 2002, Cavoto purchased a Club Boxes seat ticket through Premium Tickets for a game on Wednesday, June 26, 2002, for \$80.00, plus an additional amusement tax of \$3.08. The face ticket price of the Club Boxes and the price at which the Club Boxes were being sold at the Wrigley Field box office was \$36.00, including applicable city and county taxes. (A copy of the transaction receipt and the ticket are attached hereto as Exhibit E.)

31. On June 27, 2002, Cavoto purchased two Club Boxes seat tickets through Premium Tickets for a game on Thursday, June 27, 2002, for \$50.00 per ticket, plus an additional amusement tax of \$.98 per ticket. The face ticket price of the Club Boxes and the price at which the Club Boxes were being sold at the Wrigley Field box office was \$36.00, including applicable city and county taxes. (A copy of the transaction receipt and the tickets are attached hereto as Exhibit F.)

32. On June 27, 2002, Cavoto purchased two Club Boxes seats tickets through Premium Tickets for a game on Saturday, July 13, 2002, for \$130.00 per ticket, plus an additional amusement tax of \$6.58 per ticket. The face ticket price of the Club Boxes and the price at which the Club Boxes were being sold at the Wrigley Field box office was \$36.00, including applicable city and county taxes. (A copy of the transaction receipt and the tickets are attached hereto as Exhibit G.)

Carr Purchases

33. On or about August 6, 2002, Carr contacted Ball Club to inquire regarding the availability of bleacher Cubs Tickets for the upcoming series with the Arizona Diamondbacks

and in particular the game on Saturday, August 17, 2002. Ball Club advised Carr that the games were "sold out." Ball Club suggested that Carr contact Premium Tickets and provided Carr with information on how to contact Premium Tickets. Carr contacted Premium Tickets and was advised that bleacher Cubs Tickets were available for the game in question. Carr advised Premium Tickets that he wished to "reserve" 3 bleacher Cubs Tickets for that game and provided Premium Tickets ticket with his credit card number. Carr does not recall discussing the price for the Cubs Tickets with Premium Tickets during this conversation and assumed he would be charged the face amount, \$26.00, for each of the Cubs Tickets. On August 6, 2002, Ball Club's ticketing service, Tickets.com, charged Carr's credit card for \$155.46.

34. Carr traveled in person to the Ball Club's box office at Wrigley Field. Ball Club ultimately directed Carr to the Premium Tickets Premises. The Premium Tickets ticket agent advised Carr that there were Cubs Tickets available as he requested. Carr told the ticket agent that he would take the Cubs Tickets. The Premium Tickets ticket agent handed Carr an envelope containing the Cubs Tickets and a transaction receipt. Carr observed that the face price on each of the three Cubs Tickets was \$26.00. Carr was surprised when the transaction receipt reflected that he had been charged \$155.46. Carr inquired of the Premium Tickets ticket agent why he was being charged more than the face price of the Cubs Ticket. The Premium Tickets ticket agent advised Carr: "That is our price and our deal. We buy our tickets at face value and sell them to you at 100% markup. Where can you go and get tickets like this at the last minute?" (A redacted copy of Carr's credit card statement reflecting the charges for three bleacher Cubs Tickets is attached hereto as Exhibit H.)

Class Action

35. Plaintiffs bring this action on their own behalf and on behalf of all others who purchased Cubs Tickets from Premium Tickets on or after June 15, 2002, or such earlier date that Premium Tickets began selling Cubs Tickets at prices in excess of the Lawful Price.

36. This class action is maintained against Ball Club and Premium Tickets under Section 2-801 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-801.

37. Premium Tickets has sold thousands of Cubs Tickets to thousands of persons at prices in excess of the Lawful Price.

38. Each and every person that purchased a Cubs Ticket from Premium Tickets for a price in excess of the Lawful Price (the "Class") has a claim against the Defendants.

39. The Class is therefore comprised of at least several thousand persons and joinder of all class members is impractical. Plaintiffs claims are typical of the claims of members of the Class in that the theory of liability and damages arise out of the same ongoing course of conduct by Defendants.

40. Every putative class member is in the same position as Plaintiffs because he or she purchased a Cubs Ticket from Premium Tickets at a time when Ball Club was representing that such Cubs Tickets were being "resold" by a ticket broker and was representing that original distribution Cubs tickets had been sold out or were otherwise unavailable through Ball Club when in fact each class member was purchasing an original distribution sale ticket from the Ball Club, through its alter ego and instrumentality, Premium Tickets, at a price in excess of the Lawful Price.

41. Questions of law and fact common to the Class predominate over any questions affecting only individual members, and include the following: Whether Defendants' acts

violated the Illinois Ticket Scalping Act; whether Defendants' acts violated the Illinois Consumer Fraud and Deceptive Business Practices Act; whether Defendants' acts violated the Uniform Deceptive Trade Practices Act; and whether Class members are entitled to injunctive and other relief against Defendants future violations of such Acts.

42. A class action is superior to other available methods for the fair and efficient adjudication of the controversy since individual class members will have little interest in separately controlling this litigation and the individual amounts in controversy are so small that individual claimants would be discouraged from filing their own actions.

43. Management of this Class will not be difficult since minimal contact with individual Class members will be necessary.

44. Plaintiffs and their counsel will fairly and adequately represent and protect the interests of the other members of the Class.

COUNT I:

Violations of Illinois Ticket Scalping Act.

45. Plaintiffs reallege and incorporate by reference ¶¶ 1 through 44 above in this Count I of this Complaint.

46. Section 1.5(a) of the Illinois Ticket Scalping Act provides:

Except as otherwise provided in subsection (b) of this Section and in Section 4 [720 ILCS 375/4], it is unlawful for any person, persons, firm or corporation to sell tickets for baseball games, football games, hockey games, theatre entertainments, or any other amusement for a price more than the price printed upon the face of said ticket, and the price of said ticket shall correspond with the same price shown at the box office or the office of original distribution.

720 ILCS 375/1.5.

47. Section 1 of the Illinois Ticket Scalping Act provides:

It is unlawful for any person, firm or corporation, owner, lessee, manager, trustee, or any of their employees or agents, owning, conducting, managing or operating any theater, circus, baseball park, place of public entertainment or amusement where tickets of admission are sold for any such places of amusement or public entertainment to sell or permit the sale, barter or exchange of such admission tickets at any other place than in the box office or on the premises of such theater, circus, baseball park, place of public entertainment or amusement, but nothing herein prevents such theater, circus, baseball park, place of public entertainment or amusement from placing any of its admission tickets for sale at any other place at the same price such admission tickets are sold by such theater, circus, baseball park or other place of public entertainment or amusement at its box office or on the premises of such places, at the same advertised price or printed rate thereof.

720 ILCS 375/1.

48. The Ball Club and Premium Tickets and their employees and agents are individually and in concert conducting unlawful original distribution sales of Cubs Tickets in excess of the Lawful Price at the Premium Tickets Premises in violation of Section 1 of the Illinois Ticket Scalping Act because Ball Club is placing Cubs Tickets for sale at Premium Tickets Premises at prices in excess of the Lawful Price.

49. The Ball Club and Premium Tickets and their employees and agents are individually and in concert conducting unlawful original distribution sales of Cubs Tickets in excess of the Lawful Amount at the Premium Tickets Premises in violation of Section 1.5 of the Illinois Ticket Scalping Act because (a) Premium Tickets is not "reselling" Cubs Tickets; (b) Ball Club and Premium Tickets are not qualified for registration as a ticket broker with the Office of the Illinois Secretary of State; and (c) Premium Tickets made false statements on the Premium Tickets Registration for purposes of inducing the Illinois Secretary of State to issue a ticket broker registration number, thereby rendering such registration null and void.

50. Section 3 of the Illinois Ticket Scalping Act provides:

Whoever, upon the purchase of such admission tickets as herein provided, feels himself aggrieved or injured by paying for such tickets any sum in excess of the advertised price or printed rate, or any sum in excess of the price originally charged at the box office or place where such admission tickets usually are sold by the management of any such place of entertainment or amusement, has, irrespective of the penalties herein provided, a right of action in his name and against such person, firm, corporation, owner, lessee, manager, trustee, or any of their agents or employees owning, conducting, managing or operating any such theater, circus, baseball park or place of public entertainment or amusement, to recover for each ticket for which an overcharge was made contrary to the provisions of this Act, a sum of \$100, which may be recovered in a civil action before the circuit court in this State.

720 ILCS 375/3.

51. Pursuant to Section 3 of the Illinois Ticket Scalping Act, Plaintiffs and all members of the Class are aggrieved and have been injured by paying Premium Tickets a price in excess of the Lawful Price for Cubs Tickets and are entitled to recover statutory damages of \$100 for each Cubs Ticket sold by Premium Tickets.

WHEREFORE, Plaintiffs ask that this Court enter in their favor and against Defendants, an order (a) certifying the Class described herein, and appointing the counsel identified below as Class Counsel; (b) awarding statutory damages to members of the Class of \$100 for each Cubs Ticket sold by Defendants at a price in excess of the Lawful Price; (c) awarding Plaintiffs their costs and attorneys' fees incurred in bringing this lawsuit; and, (d) granting such additional relief as the Court considers appropriate.

COUNT II:

Consumer Fraud and Deceptive Business Practices – Fraud and Deception.

52. Plaintiffs reallege and incorporate by reference ¶¶ 1 through 44 above in this Count II of this Complaint.

53. At all times relevant hereto, Ball Club and Premium Tickets represented to purchasers of Cubs Tickets that Premium Tickets is “reselling” Cubs Tickets on the “resale

market” when in fact Premium Tickets is acting as an alter ego or instrumentality of the Ball Club that is engaging in unlawful original distribution sales of Cubs Tickets for prices in excess of the Lawful Price

54. Ball Club is placing Cubs Tickets with Premium Tickets for original distribution sales in excess of the Lawful Price in violation of Sections 1 and 1.5 of the Illinois Ticket Scalping Act and with the intent to circumvent and transgress the Illinois Ticket Scalping Act’s prohibition on owners and operators of baseball parks from selling admission tickets at prices in excess of the Lawful Price.

55. Ball Club’s use of the alter ego and instrumentality of Premium Tickets to sell Cubs Tickets at a price in excess of the Lawful Price is a deceptive practice.

56. Ball Club’s representation that Premium Tickets is making available Cubs Tickets on the “resale market” and is providing the “same service currently offered by many ticket brokers surrounding Wrigley Field” is false, and was known to be false.

57. Ball Club and Premium Tickets intend that purchasers of Cubs Tickets would rely on their deception, false pretense, and concealment of material facts in purchasing Cubs Tickets at prices in excess of the Lawful Price.

58. Plaintiffs and the other Class members have suffered injury in at least the amount in excess of the Lawful Price paid for a Cubs Tickets.

59. Pursuant to Section 10a of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.*, Plaintiffs and the other Class members are entitled to recover actual damages suffered in an amount to be determined by the Court, plus punitive damages, and attorneys’ fees and costs.

60. Pursuant to Section 10a of the Illinois Consumer Fraud and Deceptive Business Practices Act, Plaintiffs and the other Class members are entitled to obtain an injunction to prohibit Ball Club and Premium Tickets, and each of them from conducting further deceptive and fraudulent sales of Cubs Tickets.

WHEREFORE, Plaintiffs ask that this Court enter in their favor and against Defendants an order (a) certifying the Class described herein, and appointing the counsel identified below as Class Counsel; (b) awarding actual damages suffered in an amount to be determined by this Court; (c) awarding punitive damages against the Defendants and each of them; (d) enjoining the Defendants from any further sales of Cubs Tickets through any artifice or scheme at prices in excess of the Lawful Price; (e) awarding Plaintiffs their costs and attorneys' fees incurred in bringing this lawsuit; and, (f) granting such additional relief as the Court considers appropriate.

COUNT III:

Consumer Fraud and Deceptive Business Practices – Unfair Competition and Practices.

61. Plaintiffs reallege and incorporate by reference ¶¶ 1 through 44 above in this Count III of this Complaint.

62. Defendants and their employees and agents are, individually and in concert, conducting unlawful original distribution sales of Cubs Tickets at prices in excess of the Lawful Price at the Premium Tickets Premises in violation of Sections 1 and 1.5 of the Illinois Ticket Scalping Act.

63. The Defendants' practices offend public policy as articulated in and adopted by the State of Illinois through the Illinois Ticket Scalping Act, are immoral, unethical, oppressive, or unscrupulous, cause substantial injury to consumers, and constitute "unfair competition," as defined by Federal Trade Commission and the Illinois Consumer Fraud and Deceptive Business Practices Act.

64. Defendants have sought to eliminate competition for Cubs Tickets in the resale market and to artificially inflate ticket prices by limiting the supply of original distribution sales of Cubs Tickets through Ball Club's monopoly control over the original distribution sales of Cubs Tickets. Ball Club's engaging in unlawful original distribution sales through Premium Tickets has artificially inflated the resale market price for Cubs Tickets.

65. Plaintiffs and the other Class members have suffered injury in the amount Plaintiffs have paid in excess of the Lawful Price for Cubs Tickets purchased from Premium Tickets that may have otherwise been purchased at the Wrigley Field box office or at lower prices in the resale market had Ball Club not limited the supply of Cubs Tickets.

66. Pursuant to Section 10a of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.*, Plaintiffs and the other Class members are entitled to recover actual damages suffered in an amount to be determined by the Court, plus punitive damages, and attorneys' fees and costs.

67. Pursuant to Section 10a of the Illinois Consumer Fraud and Deceptive Business Practices Act, Plaintiffs and the other Class members are entitled to obtain injunctive relief against Defendants prohibiting their conducting further deceptive and fraudulent practices.

WHEREFORE, Plaintiffs ask that this Court enter in their favor and against Defendants an order (a) certifying the Class described herein, and appointing the counsel identified below as Class Counsel; (b) awarding actual damages suffered in an amount to be determined by this Court; (c) awarding punitive damages against the Defendants and each of them; (d) enjoining the Defendants from any further conduct to sell Cubs Tickets through any artifice or scheme to "resell" Cubs Tickets at a price in excess of the Lawful Price; (e) awarding Plaintiffs their costs

and attorneys' fees incurred in bringing this lawsuit; and, (f) granting such additional relief as the Court determines to be appropriate.

COUNT IV:

Violations of the Uniform Deceptive Trade Practices Act

68. Plaintiffs reallege and incorporate by reference ¶¶ 1 through 44 above in this Count IV of this Complaint.

69. Ball Club's conducting original distribution sales of Cubs Tickets through Premium Tickets causes a likelihood of confusion or of misunderstanding as to the source or sponsorship of the goods and services, namely, Cubs Tickets being sold on the resale market.

70. Defendants willfully engaged in the conduct establishing this artifice and scheme to engage in original distribution sales of Cubs Tickets at prices in excess of the Lawful Price.

71. Pursuant to Section 3 of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 *et seq.*, Plaintiffs are entitled to injunctive relief against and to recover attorneys' fees and costs from the Defendants.

WHEREFORE, Plaintiffs ask that this Court enter judgment in their favor and against Defendants (a) enjoining the Defendants from continuing to engage in any artifice or scheme to "resell" Cubs Tickets at prices in excess of the Lawful Price; (b) awarding Plaintiffs their costs and attorneys' fees incurred in bringing this action; and, (c) granting such additional relief as the Court considers appropriate.

COUNT V:

Injunctive and equitable relief.

72. Plaintiffs reallege and incorporate by reference ¶¶ 1 through 44 above in this Count V of this Complaint.

73. Plaintiffs and the other Class members have been injured by the Defendants' conduct in limiting original distribution sales of Cubs Tickets and holding Premium Tickets out to be a ticket broker "reselling" Cubs Tickets in the resale market that are original distribution sales of Cubs Tickets the Ball Club placed with Premium Tickets for purposes of selling them in excess of the Lawful Amount.

74. Defendants' conduct violates the public policy of the State of Illinois as set forth in the Illinois Ticket Scalping Act, the Illinois Consumer Fraud and Deceptive Business Practices Act and Illinois Uniform Deceptive Trade Practices Act.

75. The public interest favors promoting free trade in the market for Cubs Tickets as opposed to allowing Defendants to engage in deception and fraudulent artifices to conceal their original distribution sales of Cubs Tickets at prices in excess of the Lawful Price while limiting the supply of Cubs Tickets in the resale market.

76. In the balancing of equities, Defendants' unlawful conduct is less worthy of protection than the interests of Plaintiffs and the other Class members' interest in promoting a full and fair market for Cubs Tickets, free of fraudulent and deceptive practices.


77. The award of \$100 in statutory damages per ticket to purchasers of Cubs Tickets from Premium Tickets is not an adequate remedy at law to protect Plaintiffs and other Class members from future damages because of Defendants continued fraudulent and deceptive practices and unlawful sales of Cubs Tickets.

WHEREFORE, Plaintiffs ask that this Court enter judgment in their favor and against Defendants (a) enjoining the Defendants from any further conduct to sell Cubs Tickets through any artifice or scheme to "resell" Cubs Tickets at a premium; (b) awarding Plaintiffs their costs

and attorneys fees incurred in bringing this lawsuit; and, (c) granting such additional relief as the Court considers appropriate.

Dated: January 22, 2003.

PETER JOHN CAVOTO, JR. and
GERALD A. CARR, JR.

By: 
One of Their Attorneys

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EDWARD T. JOYCE & ASSOC., P.C.
Eleven S. LaSalle St., Suite 1600
Chicago, IL 60603
Office: 312-641-2600
Fax: 312-641-0360

Richard Hamid
5361 West Devon
Chicago, IL 60646
Office: 773-467-7000

2002 TICKET BROKER REGISTRATION

Name of Ticket Broker: Wrigley Field Premium Ticket Services, Inc.
Address: 3639 North Clark Street
City: Chicago State: IL Zip: 60613

CERTIFICATION

I. The ticket broker certifies that Wrigley Field Premium Ticket Services, Inc
(Name of Entity) as a sole proprietorship partnership corporation that:

- a) engages in the resale of tickets on a regular and ongoing basis from one or more of the following permanent or fixed locations located within this state;
3639 N Clark St, Chicago, IL
- b) maintains as the principal business activity at those locations the resale of tickets; (If other business activity is conducted at such location or locations, describe the activity and what percentage of space is used for the resale of tickets)
na 100 %
(other business activities at location) (of space devoted to resale of tickets)
- c) displays at those locations the ticket broker's registration;
- d) the ticket broker shall maintain at those locations a listing of the names and addresses of all persons employed by the ticket broker;
- e) is in compliance with all applicable federal, State, and local laws relating to its ticket selling activities, and that neither the ticket broker nor any of its employees within the proceeding 12 months have been convicted of a violation of the Ticket Scalping Act (720 ILCS 375); and
- f) that the ticket broker meets the following requirements:
- maintains a statewide toll-free number for consumer complaints and inquiries, such consumer complaint toll-free number is 866/272-6614
 - has adopted a code that advocates consumer protection that includes, at a minimum:
 - consumer protection guidelines (attach copy to Registration Form);
 - a standard refund policy (attach copy to Registration Form); and
 - standards of professional conduct (attach copy to Registration Form);
 - has adopted a procedure for binding resolution of consumer complaints by an independent, disinterested third party (attach statement of procedure for disposition of consumer complaints and copy of contract for arbitration to Registration Form);

INDEX DEPARTMENT

APR 16 2002

- has established and maintains a consumer protection rebate fund in an amount in excess of \$100,000, at least 50% of which must be cash available for immediate disbursement for satisfaction of valid consumer complaints. (Attach written evidence from the depository where consumer protection rebate fund is held, including name of account, number of account, and account balance. If applicable, attach copy of surety bond.)

or

(The ticket broker may fulfill the requirements under (f) if the ticket broker certifies that he or she belongs to a professional association organized under the laws of this State, or organized under the laws of any other state and authorized to conduct business in Illinois, that has been in existence for at least three years prior to the date of the broker's registration with the Office of the Secretary of State and is specifically dedicated, for and on behalf of its members, to provide and maintain the consumer protection requirements under (f) to maintain the integrity of the ticket brokerage industry. As proof of membership, attach letter from said association along with copies of all the documentation under (f) required to be filed by the association.)

II. Under the penalty as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (*), the undersigned certifies that the statements set forth in the above and foregoing registration are true and correct.

Don Guza

Signature of Agent for Ticket Broker

4/1/02
Date

DAN GUZA

Name of Agent for Ticket Broker (Type or print legibly)

(773) 477-2425

Telephone # at which Agent for Ticket Broker may be contacted

(*) Any person who makes a false, material statement in this Ticket Broker Registration, which such person does not believe to be true, shall be guilty of a Class 3 Felony.

This annual registration form must be accompanied by the required documentation and \$100.00 filing fee. Make checks or money orders payable to the Secretary of State.

Major credit card accepted (check one) Visa; Master Card; Discover.
Card Number: 5405 3900 0038 1512 Expiration Date: 02/05

Return this form, fee and required documentation to Jesse White, Secretary of State, Index Department, 111 East Monroe Street, Springfield, Illinois 62756.

FOR OFFICE USE ONLY:

Ticket Broker Registration Number: 2002-65

FILED
INDEX DEPARTMENT
APR 16 2002
IN THE OFFICE OF
SECRETARY OF STATE

Bank of America.



March 14, 2002

Bank of America NT&SA
231 S. LaSalle Street, 20th floor
Chicago, IL 60604
www.bankamerica.com

Margaret P. Winsor
Senior Vice President
Global Treasury Sales
312-829-4601
Fax 312-974-0113
margaret.winsor@
bankamerica.com

To Whom It May Concern:

This is to confirm that Wrigley Field Premium Ticket Services, Inc. has established and opened a consumer protection rebate fund account with Bank of America. The original deposit is an amount in excess of \$100,000, at least 50% of which must be cash available for immediate disbursement for satisfaction of valid consumer complaints.

Sincerely,

A handwritten signature in cursive script that reads "Margaret Winsor". The signature is written in dark ink and is positioned below the word "Sincerely,".

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INDEX DEPARTMENT

APR 16 2002

IN THE OFFICE OF
SECRETARY OF STATE

Consumer Protection Guidelines

Wrigley Field Premium Ticket Services, Inc., offers its users a service that may include the sale of tickets to sporting or entertainment events. In most cases, these tickets are sold by third parties and the third party's policies will apply to all such sales. In some cases, however, Wrigley Field Premium Ticket Services, Inc., will actually be the seller of such tickets, and in those cases, these Consumer Protection Guidelines will apply.

Wrigley Field Premium Ticket Services, Inc., maintains and operates a statewide toll free telephone for consumer complaints (866/272-6614).

Wrigley Field Premium Ticket Services, Inc., employs a standard refund policy which is binding on all of its members. A copy of that policy is attached.

Wrigley Field Premium Ticket Services, Inc., maintains a consumer protection fund in excess of \$100,000 in order to guarantee the expedient and equitable resolution of consumer complaints.

Wrigley Field Premium Ticket Services, Inc., will disclose the location of all seats represented by the tickets either orally or by written description prior to the sale of such tickets.

Wrigley Field Premium Ticket Services, Inc., will refund the full ticket price in a timely manner if Wrigley Field Premium Ticket Services, Inc. does not deliver any tickets as promised.

Wrigley Field Premium Ticket Services, Inc., will resolve consumer complaints and inquiries as amicably and expeditiously as possible.

Standard Refund Policy

Sales

All sales are final and there will be no refunds, unless specifically determined by Wrigley Field Premium Ticket Services, Inc.

Cancellations / Rain outs

In the event that a customer has tickets for a cancelled or rained out game, the customer may take them to the stadium box office which may replace them with comparable tickets for another game according to standard policies established by the ticket issuer. Other refunds may be offered by Wrigley Field Premium Ticket Services, Inc., in circumstances it deems appropriate.

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INDEX DEPARTMENT

APR 16 2002

IN THE OFFICE OF
SECRETARY OF STATE

Standards of Professional Conduct

Wrigley Field Premium Ticket Services, Inc., will be courteous in all of its dealings with the public.

Wrigley Field Premium Ticket Services, Inc., will not misrepresent any facts.

Wrigley Field Premium Ticket Services, Inc., will treat customers fairly and honestly.

Wrigley Field Premium Ticket Services, Inc., will comply with all applicable laws, rules and regulations.

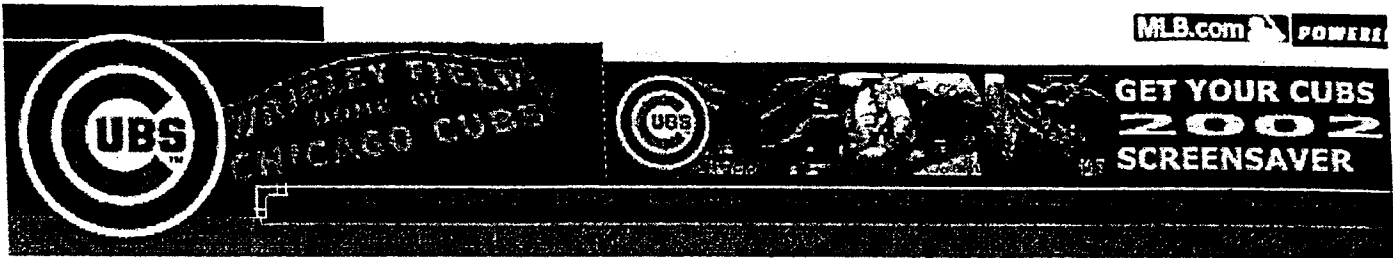
Dispute Resolution Process

Wrigley Field Premium Ticket Services, Inc., will resolve all disputes between Wrigley Field Premium Ticket Services, Inc., and individuals first by attempting to use its best faith efforts to address any problems and reach a workable solution. If Wrigley Field Premium Ticket Services, Inc., is unable to resolve any dispute in such a manner, any such dispute may be submitted to binding arbitration.

FILED
INDEX DEPARTMENT

APR 16 2002

IN THE OFFICE OF
SECRETARY OF STATE



News

Press Release

CUBS NEWS



PRESS RELEASE

06/19/2002 08:03 am ET

New technology makes good seats available

The Chicago Cubs today announced two new ticket-related ventures aimed at improving accessibility of tickets to all fans.

VAST interactive ticketing kiosks to sell Cubs tickets 24x7

Attendant-free ticketing machines are now available at Wrigley Field. The machines are provided by VAST (Value Automated Systems Ticketing), the developer of the world's first attendant-free ticketing machines. VAST kiosks are located on both the exterior and interior of the ballpark and will allow access to Cubs tickets 24 hours a day, 7 days a week using debit and credit cards.

"The VAST kiosks offer a turnkey 24x7 solution to fans looking to buy tickets at Wrigley Field. Fans can use the kiosks during non-business hours or to help avoid will call lines as they pick up their tickets" said Frank Maloney, director of ticket operations for the Chicago Cubs. "The VAST technology is fully compatible with our new box-office ticketing partner, tickets.com, allowing us to better coordinate ticketing and serve our fans."

Season Ticket Exchange(tm) to resell unused tickets

The online Season Ticket Exchange(tm), available through www.cubs.com, will re-sell tickets of Cubs' season ticket holders unable to attend individual games. Operated by Season Tickets, this new online marketplace allows season ticket holders to designate games they cannot attend. Each season ticket holder can authorize Season Tickets to sell up to 20 games a season. The Season Ticket Exchange(tm) service will try to resell tickets those tickets to the online public. Fans can purchase these premium seats - most of which are otherwise unavailable to the public and in most cases go unused - at market prices up to 48 hours prior to the start of the game.

"There is obviously a strong resale market for Cubs tickets. Based on what we see online and at the many legitimate and illegitimate ticket broker operations in our neighborhood and throughout the City, people are willing and anxious to purchase excellent seats for our high demand games at premium prices," said Mark McGuire, Cubs executive vice president, business operations. "The ticket purchaser who uses Season Ticket Exchange(tm) benefits by knowing they are not buying lost, stolen or counterfeit tickets as happens too frequently" McGuire added. "This innovative on-line solution will provide Cubs' fans with a new ticket purchasing experience. Deployment of our Ticket Exchange(tm) solution offers enhanced services to their existing season ticket holders", says Robert McAuliff, Chairman and CEO for Season Tickets.

The Season Ticket Exchange(tm) or other secondary market ticketing products are currently available at other major league baseball teams, including the Seattle Mariners, San Francisco Giants, San Diego Padres and Arizona Diamondbacks.

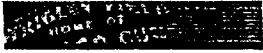
Wrigley Field Premium Ticket Services to offer tickets for sale to the public



Cubs He

- Rothschild Backs/Car
- Pitching Cubs
- Rothschild key
- Sosa hits
- Cubs get interview
- A glance Cubs
- Hendry b manageria
- Kimm wo Cubs man
- Sosa hits finish stro
- Sosa kno will come
- More Cu

Cubs tickets will also be available through a new licensed ticket broker, Wrigley Field Premium Ticket Services, Inc., located at 3717 N. Clark Street, just north of Wrigley Field. Wrigley Field Premium Ticket Services will make available quality tickets on the resale market - the same service currently offered by many ticket brokers surrounding Wrigley Field. Wrigley Field Premium Ticket Services can be reached at 866/272-6614.



Jump to [Official Club Site](#)

Search | enter keyword [Entire Site](#) [Advanced Search](#)

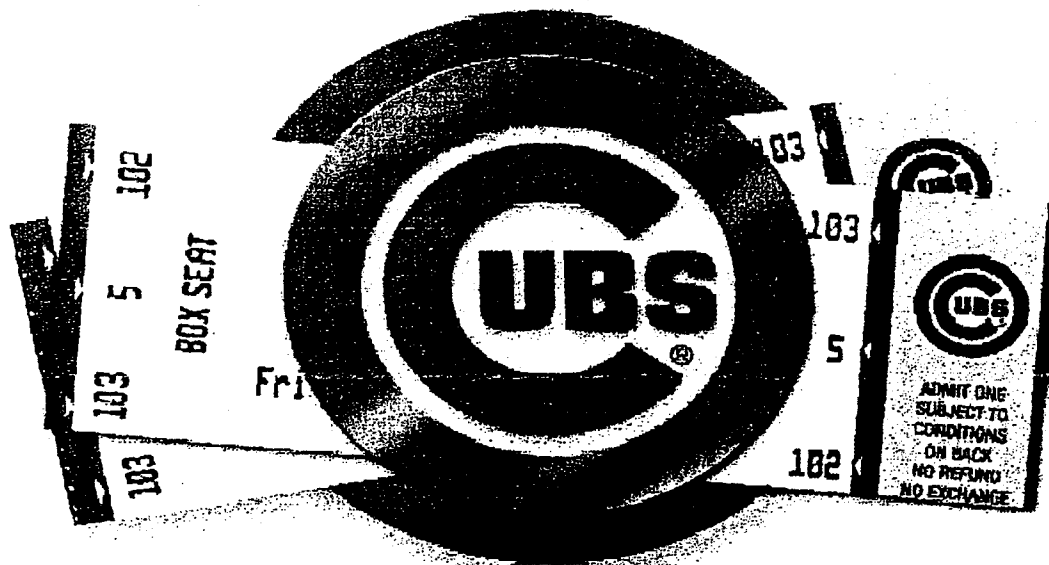
[Check E-mail](#) [Sign Up/Login](#) [Help/Contact Us](#) [Wireless](#) [Baseball Basics](#) [Official MLB Info](#) [Media](#)

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Use of the Website signifies your agreement to the [Terms of Use and Privacy Policy](#).

Wrigley Field



Premium Ticket Services, Inc.

**GAME SOLD OUT?
WANT THE BEST SEATS?
BLEACHERS, CLUB/FIELD BOXES**

SEE US AT 3721 N. CLARK OR

**CALL: (866) 272-6614
(773) 477-2425**

E-MAIL US AT: CUBSBASEBALL@WFPTS.COM

WRIGLEY FIELD PREMIUM TICKET SERVICES
 3717 North Clark Street
 Chicago, IL 60613
 2002 TICKET RECEIPT
 (773)477-2425

Peter John Cavoto
 66R
 120 Gordan Terr.
 Chicago, IL 60613

June 25, 2002

Daytime (773)415-2810
 Evening

Account Number: 161299-2

Event	Aisle	Row	Seats	# of Tks	Amount
Cubs vs Reds 2002				1	
Tue 25JUN02 1:20 PM	33	8	2		

Total Value: 50.00
 Amusement Tax: 0.98
 Total: 50.98

Credit Card #CA

Total: 50.98

After payment is confirmed there are no refunds, exchanges or cancellations.
 All locations and prices are confirmed upon purchase.

REFUND POLICY

In the event of a rainout or game cancellation, you must return your tickets
 with receipt to Wrigley Field Premium Ticket Services, Inc.

P.O. Box 13156 Chicago, IL 60613

The total paid for your tickets, less a 10% restocking fee, will be refunded to
 you in the form of a check.

IMPORTANT

YOU MUST PRODUCE YOUR TICKETS AND A RECEIPT TO RECEIVE A REFUND.

As required by law, a 7% city amusement tax is added in your total paid.

Total: 50.98

I authorize this amount to be charged to my credit card. I have read and
 understand all the terms of this sale.

Signature: _____

#2002-65

EXHIBIT D

\$36.00 INCL. 10% CITY/COUNTY TAX

111

****CHICAGO CUBS****

-VS-

CINCINNATI REDS
****WRIGLEY FIELD****

Tue Jun 25, 2002 1:20 PM



Club Box

WT0225JUNA T217301 w01 25JUN02


1-866-CINGULAR
www.cingular.com

0612038

M E R C U R Y

CONDITIONS

NOT REDEMABLE FOR CASH.

The ticket is a revocable license, subject to denial of admission upon refund of face value and subject to revocation and removal without compensation at management's discretion. Tickets obtained from unauthorized sources may be lost or stolen tickets and if so are void. **WARNING:** Holder assumes all risks incidental to the game of baseball whether occurring prior to, during or after the game, including (but not exclusively) the danger of being injured by or in connection with any thrown ball or thrown or batted ball, and agrees that Major League Baseball, the National League, the teams, their agents and players are not liable for resulting injuries. Holder will not transmit or aid in transmitting any picture or description of the game or act in a disorderly manner. Speech of the foregoing terminates this license. Holder allows the Participating Clubs and their designees to use holder's image or likeness in connection with any broadcast or other reproduction of the game.

ALL GAME TIMES SUBJECT TO CHANGE.

RAIN CHECK

If a regulation game is not played, this ticket will be good for another regular game during this season, and may be exchanged for this priced ticket, subject to prior sales, by either mailing or presenting to the Chicago Cubs Box Office.

WRIGLEY FIELD PREMIUM TICKET SERVICES
 3717 North Clark Street
 Chicago, IL 60613
 2002 TICKET RECEIPT
 (773)477-2425

Customer John Cavoto
 6R
 20 Gordan Terr.
 Chicago, IL 60613

June 25, 2002

Daytime (773)415-2810
 Evening

Account Number: 161299-2

=====

Event	Aisle	Row	Seats	# of Tks	Amount
-------	-------	-----	-------	----------	--------

Cubs vs Reds 2002				1	
Wed 26JUN02 1:20 PM	10	1	5		

Total Value:	80.00
Amusement Tax:	3.08
Total:	83.08

Credit Card #CA				1	
Cubs vs Reds 2002					
Wed 25JUN02 1:20 PM	33	8	2		

Total Value:	50.00
Amusement Tax:	0.98
Total:	50.98

Credit Card #CA

Total:	134.06
---------------	---------------

After payment is confirmed there are no refunds, exchanges or cancellations.
 All locations and prices are confirmed upon purchase.

REFUND POLICY

In the event of a rainout or game cancellation, you must return your tickets with receipt to Wrigley Field Premium Ticket Services, Inc.

P.O. Box 13156 Chicago, IL 60613

The total paid for your tickets, less a 10% restocking fee, will be refunded to form of a check.

IMPORTANT

YOU MUST PRODUCE YOUR TICKETS AND A RECEIPT TO RECEIVE A REFUND.

As required by law, a 7% city amusement tax is added in your total paid.

\$36.00 INCL. 10% CITY/COUNTY TAX

10

10 5 10
Club Box

****CHICAGO CUBS****
VS
CINCINNATI REDS
****WRIGLEY FIELD****

Wed Jun 26, 2002 1:20 PM

WT0226JUNA T217306 w01 25JUN02

cingular
WIRELESS

1-866-CINGULAR
www.cingular.com

0612042

M E R C U R Y
NOT REDEMABLE FOR CASH.
CONDITIONS

This ticket is a revocable license, subject to denial of admission upon refusal of face value and subject to revocation and removal without compensation at management's discretion. Tickets obtained from unauthorized sources may be lost or stolen tickets and it so are void. **WARNINGS:** Holder assumes all risk inherent to the game of baseball, whether occurring prior to, during or after the game, including (but not exclusively) the danger of being injured by or in connection with any thrown bat or thrown or batted ball, and agrees that Major League Baseball, the National League, the American League and players are not liable for resulting injuries. Holder will not transmit or aid in transmitting any picture or description of the game or act in a derogatory manner. Branch of the foregoing terms makes this license. Holder allows the Participating Clubs and their designees to use holder's image or likeness in connection with any broadcast or other reproduction of the game.

RAIN CHECK
 If a regulation game is not played, this ticket will be good for another regular game during this season, and may be exchanged for this priced ticket, subject to prior sales, by either mailing or presenting to the Chicago Cubs Box Office.

ALL GAME TIMES SUBJECT TO CHANGE.

WRIGLEY FIELD PREMIUM TICKET SERVICES
 3717 North Clark Street
 Chicago, IL 60613
 2002 TICKET RECEIPT
 (773)477-2425

eter John Cavoto
 6R
 20 Gordan Terr.
 Chicago, IL 60613

June 27, 2002
 Daytime (773)415-2810
 Evening

Account Number: 161299-2

=====

Event	Aisle	Row	Seats	# of Tks	Amount
Cubs vs Marlins 2002				2	
Sat 13JUL02 3:05 PM	11	1	105-106		
					Total Value: 260.00
					Amusement Tax: 13.16
					Total: 273.16

Credit Card #MC

Cubs vs Reds 2002				2	
Thr 27JUN02 1:20 PM	10	3	5-6		
					Total Value: 100.00
					Amusement Tax: 1.96
					Total: 101.96

Credit Card #MC

Total: 375.12

After payment is confirmed there are no refunds, exchanges or cancellations.
 All locations and prices are confirmed upon purchase.

REFUND POLICY

In the event of a rainout or game cancellation, you must return your tickets with receipt to Wrigley Field Premium Ticket Services, Inc.
 P.O. Box 13156 Chicago, IL 60613
 The total paid for your tickets, less a 10% restocking fee, will be refunded in form of a check.

IMPORTANT

YOU MUST PRODUCE YOUR TICKETS AND A RECEIPT TO RECEIVE A REFUND.

As required by law, a 7% city amusement tax is added in your total paid.

total:

375.12

I authorize this amount to be charged to my credit card. I have read and understand all the terms of this sale.

Signature: _____

#2002-65

cingular
WIRELESS

66-CINGULAR
www.cingular.com

1612058

NOT REDEEMABLE FOR CASH.
CONDITIONS
This ticket is a revocable license, subject to denial of admission upon refund of face value and subject to revocation and removal without compensation at management's discretion. Tickets obtained from unauthorized sources may be lost or stolen. License and it so are void. **WARNING:** Holder assumes all risk incidental to the game of baseball whether occurring prior to, during or after the game, including (but not exclusively) the danger of being injured by or in connection with any thrown ball or thrown or batted ball, and agrees that Major League Baseball, the National League, the teams, their agents and players are not liable for resulting injuries. Holder will not attempt or aid in transmitting any picture or description of the game or act in a disorderly manner. Breach of the foregoing terms voids this license. Holder allows the Participating Clubs and their designers to use holder's image or likeness in connection with any broadcast or other reproduction of the game.

ALL GAME TIMES SUBJECT TO CHANGE.

RAIN CHECK

If a regulation game is not played, this ticket will be good for another regular game during this season, and may be exchanged for this priced ticket, subject to prior sales, by either mailing or presenting to the Chicago Cubs Box Office.

cingular
WIRELESS

1-866-CINGULAR
www.cingular.com

0612059

NOT REDEEMABLE FOR CASH.
CONDITIONS
This ticket is a revocable license, subject to denial of admission upon refund of face value and subject to revocation and removal without compensation at management's discretion. Tickets obtained from unauthorized sources may be lost or stolen. License and it so are void. **WARNING:** Holder assumes all risk incidental to the game of baseball whether occurring prior to, during or after the game, including (but not exclusively) the danger of being injured by or in connection with any thrown ball or thrown or batted ball, and agrees that Major League Baseball, the National League, the teams, their agents and players are not liable for resulting injuries. Holder will not attempt or aid in transmitting any picture or description of the game or act in a disorderly manner. Breach of the foregoing terms voids this license. Holder allows the Participating Clubs and their designers to use holder's image or likeness in connection with any broadcast or other reproduction of the game.

ALL GAME TIMES SUBJECT TO CHANGE.

RAIN CHECK

If a regulation game is not played, this ticket will be good for another regular game during this season, and may be exchanged for this priced ticket, subject to prior sales, by either mailing or presenting to the Chicago Cubs Box Office.

\$36.00 INCL. 10% CITY/COUNTY TAX

10



10 3 6
10 Club Box

****CHICAGO CUBS****

-VS-

CINCINNATI REDS
****WRIGLEY FIELD****

Thu Jun 27, 2002 1:20 PM

WT0227JUNA

T218458

w01

27JUN02

\$36.00 INCL. 10% CITY/COUNTY TAX

10



10 3 5
10 Club Box

****CHICAGO CUBS****

-VS-

CINCINNATI REDS
****WRIGLEY FIELD****

Thu Jun 27, 2002 1:20 PM

WT0227JUNA

T218458

w01

27JUN02

WRIGLEY FIELD PREMIUM TICKET SERVICES
3717 North Clark Street
Chicago, IL 60613
2002 TICKET RECEIPT
(773)477-2425

Peter John Cavoto
6R
20 Gordan Terr.
Chicago, IL 60613

June 27, 2002

Daytime (773)415-2810
Evening

Account Number: 161299-2

```
=====
Event              Aisle  Row  Seats  # of Tks  Amount
-----
Cubs vs Marlins 2002                2
Sat    13JUL02    3:05 PM
           11      1    105-106
                                           Total Value:          260.00
                                           Amusement Tax:       13.16
                                           Total:                273.16

Credit Card #MC
Cubs vs Reds 2002                2
Thr    27JUN02    1:20 PM
           10      3     5-6
                                           Total Value:          100.00
                                           Amusement Tax:        1.96
                                           Total:                101.96

Credit Card #MC

                                           Total:                375.12
=====
```

After payment is confirmed there are no refunds, exchanges or cancellations.
All locations and prices are confirmed upon purchase.

REFUND POLICY

In the event of a rainout or game cancellation, you must return your tickets
with receipt to Wrigley Field Premium Ticket Services, Inc.

P.O. Box 13156 Chicago, IL 60613

The total paid for your tickets, less a 10% restocking fee, will be refunded in
form of a check.

IMPORTANT

YOU MUST PRODUCE YOUR TICKETS AND A RECEIPT TO RECEIVE A REFUND.

As required by law, a 7% city amusement tax is added in your total paid.

Total:

375.12

I authorize this amount to be charged to my credit card. I have read and understand all the terms of this sale.

Signature: _____

#2002-65

cingular
WIRELESS

66-CINGULAR

www.cingular.com

612054

This ticket is a non-refundable license, subject to denial of admission upon refusal of face value and subject to revocation and removal without compensation at management's discretion. Tickets obtained from unauthorized sources may be lost or stolen tickets and if so are void. WASHINGTON: Holder assumes all risk incidental to the game of baseball whether occurring prior to, during or after the game, including (but not exclusively) the danger of being injured by or in connection with any thrown ball or thrown or batted ball, and agrees that Major League Baseball, the National League, the Braves, their agents and players are not liable for resulting injuries. Holder will not transmit or aid in transmitting any picture or description of the game or act in a disorderly manner. Grant of the foregoing terms makes this license. Holder allows the Participating Clubs and their designers to use holder's image or likeness in connection with any broadcast or other reproduction of the game.

ALL GAME TIMES SUBJECT TO CHANGE.

RAIN CHECK

If a regulation game is not played, this ticket will be good for another regular game during this season, and may be exchanged for this priced ticket, subject to prior sales, by either making or presenting to the Chicago Cubs Box Office.

M E R C U R Y
NOT REDEEMABLE FOR CASH.
CONDITIONS

cingular
WIRELESS

866-CINGULAR

www.cingular.com

0612053

This ticket is a non-refundable license, subject to denial of admission upon refusal of face value and subject to revocation and removal without compensation at management's discretion. Tickets obtained from unauthorized sources may be lost or stolen tickets and if so are void. WASHINGTON: Holder assumes all risk incidental to the game of baseball whether occurring prior to, during or after the game, including (but not exclusively) the danger of being injured by or in connection with any thrown ball or thrown or batted ball, and agrees that Major League Baseball, the National League, the Braves, their agents and players are not liable for resulting injuries. Holder will not transmit or aid in transmitting any picture or description of the game or act in a disorderly manner. Grant of the foregoing terms makes this license. Holder allows the Participating Clubs and their designers to use holder's image or likeness in connection with any broadcast or other reproduction of the game.

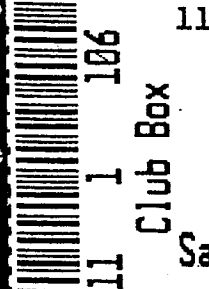
ALL GAME TIMES SUBJECT TO CHANGE.

RAIN CHECK

If a regulation game is not played, this ticket will be good for another regular game during this season, and may be exchanged for this priced ticket, subject to prior sales, by either making or presenting to the Chicago Cubs Box Office.

M E R C U R Y
NOT REDEEMABLE FOR CASH.
CONDITIONS

\$36.00 INCL. 10% CITY/COUNTY TAX



CHICAGO CUBS

-VS-

FLORIDA MARLINS
WRIGLEY FIELD

Sat Jul 13, 2002 3:05 PM

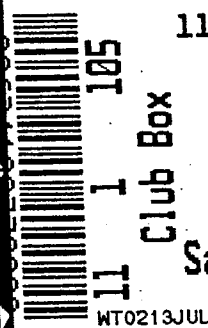
WT0213JULW

T218464

w01

27JUN02

\$36.00 INCL. 10% CITY/COUNTY TAX



CHICAGO CUBS

-VS-

FLORIDA MARLINS
WRIGLEY FIELD

Sat Jul 13, 2002 3:05 PM

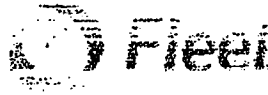
WT0213JULW

T218464

w01

27JUN02

Statement Closing 9/5/02



GERALD A CARR, TERRY A CARR

ACCOUNT #:

[Return to Statement](#)

Minimum Payment Due:

Total Credit Limit:

Payment Due Date: 10/2/02

Total Available Credit:

Transactions

Trans Date	Post Date	Description	Amount
8/6/02	8/7/02	WRIGLEY TIX 00400143 800-3520212 CA	\$155.46

Previous Balance:

(+) Purchases and
Cash Advances:

(+) Debits/Adjustments:

(+) Finance Charges:

(-) Payments:

(-) Credits:

(=) New Balance: