

IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA

Kimberly Copeland and Kenneth Copeland,	)	
	)	
Plaintiffs	)	
	)	
v.	)	Civil Action
	)	File No.
	)	2017CV293661
Red Dog Media, Inc., Bryce Landier, Michael Landier, Ticket Fulfillment Center, LLC., Tickets-Center.com, Secure Tickets, LLC., Secure-tix.com, and American Express Company	)	
	)	
Defendants.	)	

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

COMES NOW Kimberly and Kenneth Copeland (collectively "Plaintiffs" or "the Copelands"), by and through their attorney of record, and hereby file their *Complaint for Damages and Injunctive Relief*. In support Plaintiffs show the Court the following:

**PARTIES**

1. Kimberly Copeland is a Georgia resident who resides at 4931 Trailridge Pass, Dunwoody, Georgia 30338.
2. Kenneth Copeland is a Georgia resident who resides at 4931 Trailridge Pass, Dunwoody, Georgia 30338.
3. Red Dog Media Inc., is a Nevada Corporation conducting business in the state of Georgia.
4. Bryce Landier is a Nevada resident who owns and operates Red Dog Media, Inc., Ticket Fulfillment Center, LLC., Secure Tickets, LLC., Secure-Tix.com, and Tickets-Center.com.
5. Michael Landier is a Nevada resident who owns and operates Red Dog Media, Inc., Ticket Fulfillment Center, LLC., Secure-Tix.com, Secure Tickets, LLC., and Tickets-Center.com.

6. Ticket Fulfillment Center, LLC., is a Delaware Corporation conducting business in the state of Georgia doing business as Tickets-Center.com and Secure-tix.com
7. Secure Tickets, LLC is a Delaware Corporation conducting business in the state of Georgia doing business as Secure-tix.com.
8. American Express Corporation New York Corporation licensed to do business in the state of Georgia.

#### JURISDICTION AND VENUE

9. Because Plaintiffs are residents of the State of Georgia, all Defendants conduct business within the state of Georgia, and the action occurred within the state of Georgia in Fulton County, and because Defendants are jointly and severally liable to the Plaintiffs for the damages they incurred as a result of Defendants' misconduct, all are subject to the jurisdiction and venue of this Court. O.C.G.A. § 9-10-91.

#### FACTS COMMON TO ALL CLAIMS

10. On February 17, 2017 Plaintiffs, a married couple, sought to purchase concert tickets to see the band Phish to celebrate their 20<sup>th</sup> wedding anniversary.
11. The concert was to take place on July 21, 22, and 23, 2017 at Madison Square Garden in New York City, New York.
12. Plaintiffs, expecting tickets to sell out, used all of their electronic devices to access Ticketmaster's website, hoping to be one of the first to buy tickets as soon as they were released.
13. Using his cellular phone, Mr. Copeland finally got through to what he thought was Ticketmaster's website.
14. After selecting four tickets in section 108 on row 19 priced at \$100.00 each, Mr. Copeland proceeded to complete the transaction by paying for the tickets.
15. After Mr. Copeland entered his American Express credit card information, he received a confirmation for a purchase he did not make. The confirmation showed a charge in the amount of

\$10,496.95 instead of the \$400 Mr. Copeland authorized. The tickets listed on the confirmation were priced at \$2,000.00 a piece and the processing fee for the transaction was over \$2,000.00.

16. In shock, Mr. Copeland scanned the confirmation page carefully and noticed that the confirmation was not from Ticketmaster. Instead, he had been phished away from Ticketmaster's website and forced onto a ticket broker's site, Tickets-Center.com, owned and operated by Defendants Red Dog Media, Inc., Bryce Landier, Ticket Fulfillment Center, LLC, and Secure Tickets, LLC.
17. Mortified, Mr. Copeland continued to search the confirmation document and found that not only had he been scammed by a company with whom he had not intended to do business, the company that did not even have tickets to sell. Although their website was set up to show that they were selling tickets to available seats, they were actually selling tickets they hoped to be able to obtain at a later date, giving themselves until 24 hours before the concert date to obtain and deliver those tickets to defrauded buyers.
18. Noticing the error, Mr. Copeland called Tickets-Center.com's customer service center immediately to begin the process for obtaining a refund.
19. Despite calling Tickets-Center immediately and explaining the error, they refused to cancel the order and refund the \$10,496.95.
20. After trying to have Tickets-Center.com correct their error to no avail, Mr. Copeland called American Express to have them contact Tickets-center.com and force them to issue a chargeback.
21. American Express, after contacting Tickets-Center.com and reviewing their website and all relevant information thoroughly, has allowed the charge to remain on the Copeland's account since the date of the original forced transaction.
22. The Copelands have been in contact with Tickets-Center.com since February 2017 attempting to resolve the matter.
23. Red Dog Media, Inc. and Bryce Lanier have been consistently uncooperative in dealing with this matter.

24. To date, no refund has been issued.
25. As a result of Defendants' unlawful and unjust behavior, Plaintiffs have suffered immense financial and emotional harm.

**FIRST CAUSE OF ACTION**

**FOR VIOLATIONS OF OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 43-4B-25  
RED DOG MEDIA, LLC; BRYCE LANDIER; TICKET FULFILLMENT CENTER, LLC; TICKETS-  
CENTER.COM; SECURE TICKETS, LLC; SECURE-TIX.COM**

26. Plaintiffs allege and reassert the allegations contained in paragraphs 1-24 of this Complaint and incorporate them herein by reference.
27. Beginning at a time presently unknown to Plaintiffs, and continuing through the present, the exact dates being unknown to Plaintiffs, Defendants and their co-conspirators engaged in reselling of tickets of admission or the rights of entry to various athletic contests, concerts, theater performances, amusement, exhibition, or other entertainment events to which the public is admitted for a price in excess of the face value of the ticket in violation of O.C.G.A. § 43-4B-25(a). Specifically, Defendants resold tickets with a face value of or about \$100.00 for \$2,000.00.
28. Beginning at a time presently unknown to Plaintiffs, and continuing through the present, the exact dates being unknown to Plaintiffs, Defendants and their co-conspirators, added a service charge in excess of \$3.00 without privilege to tickets or rights of entry in violation of O.C.G.A. § 43-4B-25(a). Specifically, Defendants added a service charge in excess of \$2,000.000 without privilege.
29. The Georgia Athletic and Entertainment Commission ("Commission") restricts resell of tickets to licensed ticket brokers. Defendants are not licensed ticket brokers within the state of Georgia. By selling tickets priced at \$100.00 for \$2,000.00, they have infiltrated and manipulated the ticket resale market and violated the Commission and established Georgia law for their own pecuniary gain.
30. The Commission further restricts adding excessive service charges without privilege. Because Defendants are not licensed ticket brokers, they are without privilege and have added grossly

excessive service charges to their already illegal ticket resells in further violation of the Commission and established Georgia law for their own pecuniary gain.

31. Defendants' conduct has directly and proximately caused Plaintiffs substantial financial and emotional harm. Plaintiffs and other consumers will continue to suffer injury and other damage unless Defendants are enjoined from continuing to engage in the foregoing violations of law.

### **SECOND CAUSE OF ACTION**

#### **FOR VIOLATIONS OF OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 43-4B-26**

**RED DOG MEDIA, LLC; BRYCE LANDIER; TICKET FULFILLMENT CENTER, LLC; TICKETS-CENTER.COM; SECURE TICKETS, LLC; SECURE-TIX.COM**

32. Plaintiffs allege and reassert the allegations contained in paragraphs 1-30 of this Complaint and incorporate them herein by reference.
33. Beginning at a time presently unknown to Plaintiffs, and continuing through the present, the exact dates being unknown to Plaintiffs, Defendants and their co-conspirators engaged in the business of a ticket broker by selling tickets in Georgia using websites, Tickets-Center.com and Secure-tix.com, without maintaining a permanent office or place of business in Georgia in violation of O.C.G.A. § 43-4B-26(1).
34. Beginning at a time presently unknown to Plaintiffs, and continuing through the present, the exacts dates being unknown to Plaintiffs, Defendants have engaged in the business of a ticket broker in Georgia by selling tickets in Georgia online without applying to the Commission for a ticket broker's license, paying an annual license fee of \$500.00, and renewing the license annually in violation of O.C.G.A. § 43-4B-26(2).
35. Beginning at a time presently unknown to Plaintiffs, and continuing through the present, the exacts dates being unknown to Plaintiffs, Defendants have engaged in the business of a ticket broker by selling tickets in Georgia using websites, Tickets-Center.com and Secure-tix.com, without paying any local tax required by the local government in violation of O.C.G.A. § 43-4B-26(3).

36. Beginning at a time presently unknown to Plaintiffs, and continuing through the present, the exact dates being unknown to Plaintiffs, Defendants have engaged in the business of a ticket broker by selling tickets in Georgia using websites, Tickets-Center.com and Secure-tix.com, without registering for sales and use tax purposes in violation of O.C.G.A. § 43-4B-26(4).
37. Defendants have willfully and knowingly violated Georgia law governing legal ticket resells and ticket brokers in complete disregard for the Commission for their own pecuniary gain.
38. Defendants' conduct has directly and proximately caused Plaintiffs substantial financial and emotional harm. Plaintiffs and other consumers will continue to suffer injury and other damage unless Defendants are enjoined from continuing to engage in the foregoing violations of law.

### **THIRD CAUSE OF ACTION**

#### **FOR VIOLATIONS OF OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 43-4B-28**

**RED DOG MEDIA, LLC; BRYCE LANDIER; TICKET FULFILLMENT CENTER, LLC; TICKETS-CENTER.COM; SECURE TICKETS, LLC; SECURE-TIX.COM**

39. Plaintiffs allege and reassert the allegations contained in paragraphs 1-37 of this Complaint and incorporate them herein by reference.
40. Defendants have failed to maintain a broker's license and permanent office in Georgia as required by O.C.G.A. § 43-4B-26(1). Defendants' failure to abide by the aforementioned law causes them to violate Georgia law further in that they have not posted at their established place of business the terms of the purchaser's right to cancel the purchase of a ticket from a ticket broker as required by O.C.G.A. § 43-4B-28(a)(1).
41. Prior to charging Plaintiffs \$2,000.00 for tickets with a face value of or about \$100.00, Defendants failed to disclose the difference in the two amounts in direct violation of O.C.G.A. § 43-4B-28(a)(3).
42. Additionally, Defendants and/or their affiliates and/or co-conspirators purchased in excess of one (1) percent of the total tickets allocated for the Phish concert in violation of O.C.G.A. § 43-4B-28(b)(2).

43. Upon receipt of information about the illegal and incorrect amount charged to Plaintiffs, given less than 24 hours after the charge, Defendants failed to refund the payment as required by O.C.G.A. § 43-4B-28(b)(3).
44. In their final violation of O.C.G.A. § 43-4B-28, Defendants failed to include their ticket broker license number on any and all advertising mediums, including websites Tickets-Center.com and Secure-tix.com, as required by O.C.G.A. § 43-4B-28(d).
45. Defendants' conduct has directly and proximately caused Plaintiffs substantial financial and emotional harm. Plaintiffs and other consumers will continue to suffer injury and other damage unless Defendants are enjoined from continuing to engage in the foregoing violations of law.

#### **FOURTH CAUSE OF ACTION**

##### **VIOLATION OF SECTION 2 OF THE BOTS ACT OF 2016 AND THE FEDERAL TRADE**

##### **COMMISSION ACT 15 U.S.C. 57 a(a)(1)(B)**

RED DOG MEDIA, LLC; BRYCE LANDIER; TICKET FULFILLMENT CENTER, LLC; TICKETS-CENTER.COM; SECURE TICKETS, LLC; SECURE-TIX.COM

46. Plaintiffs allege and reassert the allegations contained in paragraphs 1-44 of this Complaint and incorporate them herein by reference.
47. In selling Plaintiffs the Phish concert tickets, Defendants circumvented a security measure, access control system, or other technological control or measure used by the ticket issuer to enforce purchasing limits and to maintain the integrity of online ticket purchasing order rules in violation of the BOTS Act of 2016 and the Federal Trade Commission Act 15 U.S.C. 57a(a)(1)(B).
48. Defendants knew or should have known that the Phish concert tickets were acquired by one of their partners, agents, affiliates, and/or co-conspirators, in violation of the above mentioned provision of the BOTS Act of 2016 and the Federal Trade Commission Act 15 U.S.C. 57a(a)(1)(B).

49. Defendants' conduct has directly and proximately caused Plaintiffs substantial financial and emotional harm. Plaintiffs and other consumers will continue to suffer injury and other damage unless Defendants are enjoined from continuing to engage in the foregoing violations of law.

**FIFTH CAUSE OF ACTION**

**FRAUDULENT CONCEALMENT**

RED DOG MEDIA, LLC; BRYCE LANDIER; TICKET FULFILLMENT CENTER, LLC; TICKETS-CENTER.COM; SECURE TICKETS, LLC; SECURE-TIX.COM

50. Plaintiffs allege and reassert the allegations contained in paragraphs 1-48 of this Complaint and incorporate them herein by reference.
51. At all relevant times Defendants knew they purporting to sell tickets in total violation of Georgia and Federal law.
52. Defendants purported to sell Plaintiffs specific tickets in specific seats to a specific concert they did not have or have access to at the time of transaction.
53. Defendants revealed that they did not actually have tickets to sell at the time of transaction only after the transaction was complete and Plaintiffs' credit card was charged in excess of \$10,000.
54. Defendants knew that Plaintiffs were not aware that they did not not actually have tickets to sell at the time of purchase because they took precautions to conceal that information until after they had charged Plaintiffs' credit card.
55. Defendants knew that having actual tickets to sell was material and Plaintiffs were not likely to purchase tickets if they knew they were purchasing them on a contingent basis.
56. In fact, Plaintiffs definitely would not have completed the purchase had they known the purchase was not guaranteed as the date Defendants gave themselves to announce that they were unable to secure the tickets was only 24 hours prior to the actual concert. If Plaintiffs were left with only 24 hours to purchase the concert tickets, they may not have been able to purchase them at all. That is no a risk Plaintiffs were willing to take with their 20<sup>th</sup> wedding anniversary celebration.



57. Plaintiffs have incurred damage as a direct and proximate result of Defendants' fraudulent concealment.

**SIXTH CAUSE OF ACTION**

**THEFT BY DECEPTION**

**ALL DEFENDANTS**

58. Plaintiffs allege and reassert the allegations contained in paragraphs 1-56 of this Complaint and incorporate them herein by reference.

59. Defendants Ticket Fulfillment Center, LLC., Red Dog Media, LLC, Bryce Landier, Secure Tickets, LLC, Tickets-Center.com, and Secure-tix.com created the impression that they were selling tickets for specific seats to Phish's July 21, 22, and 23, 2017 Madison Square Garden concert although they knew or believed they could not guarantee they would even be able to acquire tickets for the specific seats sold.

60. Defendants failed to reveal that they did not actually have the tickets to sell until after they charged the Plaintiffs' American Express card \$10,496.00.

61. Although Defendants had no access to the tickets they purported to have access to prior to the charging Plaintiffs' American Express card, they refused to refund Plaintiffs' money when requested.

62. Defendants Ticket Fulfillment Center, LLC., Red Dog Media, LLC, Bryce Landier, Secure Tickets, LLC, Tickets-Center.com, and Secure-tix.com provided Defendant American Express, Inc. with their website, charge, and processing methods. Those methods revealed that Defendants did not have access to the tickets for which they charged Plaintiffs.

63. Despite knowing that Defendants Ticket Fulfillment Center, LLC., Red Dog Media, LLC, Bryce Landier, Secure Tickets, LLC, Tickets-Center.com, and Secure-tix.com had no tickets to sell, Defendant American Express has allowed the \$10,496.00 charge to remain on Plaintiffs' account.

64. Plaintiffs have incurred damages as a direct and proximate result of Defendants' theft by deception.

**SEVENTH CAUSE OF ACTION**

**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

**ALL DEFENDANTS**

65. Plaintiffs allege and reassert the allegations contained in paragraphs 1-63 of this Complaint and incorporate them herein by reference.
66. Defendants knew or should have known that the tickets were sold using illegal and unscrupulous practices.
67. In denying Plaintiffs a refund and/or credit card chargeback and fighting this effort so vigorously, Defendants intended to cause Plaintiffs to suffer severe emotional distress.
68. Defendants' outrageous and intentional interference with the ticket buying and subsequent refund process did cause Plaintiffs significant mental and emotional distress.
69. Plaintiffs have expended a significant amount of time and energy trying to resolve this matter.
70. In addition to interfering with Plaintiffs' work schedules and time with their young children, Defendants' misconduct ruined Plaintiffs' 20<sup>th</sup> wedding anniversary celebration.
71. Defendants' refusal to refund money obtained unlawfully is appalling. Currently, Plaintiffs are terrified to make purchases using their credit cards for fear of having to relive this nightmare.
72. Afraid to make purchases, Plaintiffs have been unable to participate in normal activities and enjoy life as they did before this life altering chain of events.
73. Plaintiffs, concerned about the effect of this illegal charge on their credit score and, ultimately, their future, have suffered from stress, depression, and anxiety since this ordeal began.

**PRAYER FOR RELIEF**

WHEREFORE Plaintiffs pray that judgment be entered against all Defendants, and that Plaintiffs be awarded damages from Defendants as follows:

- a) That the resell of tickets at a price in excess of the face value of the tickets and adding a service charge in excess of \$3.00 without privilege to tickets or rights of entry be adjudged to have been a violation of O.C.G.A. § 43-4B-25(a);
- b) That engaging as a ticket broker without a permanent place of business in Georgia, proper license, and paying proper taxes be adjudged to have been a violation of O.C.G.A. § 43-4B-26;
- c) That failure to post at their established place of business the terms of the purchaser's right to cancel the purchase, failure to disclose to Plaintiffs in writing the difference between the face value of the ticket and the amount which the ticket broker is charging, purchase of tickets in excess of one (1) percent of the total tickets allocated, failure to refund the payment as requested, and failure to post their license number on their website be adjudged to have been a violation of O.C.G.A. § 43-4B-28;
- d) That circumventing security measures in online ticket purchasing be adjudged to have been a violation of the BOTS Act of 2016 and the Federal Trade Commission Act 15 U.S.C. 57a(a)(1)(B);
- e) That failure to reveal the material fact that Defendants did not have actual tickets to sell at the time of transaction as alleged in this complaint be adjudged to have been fraudulent concealment;
- f) That creating the impression that they had specific tickets to sell at the time of transaction and charging Plaintiffs for said tickets without actually having them be adjudged to have been theft by deception;
- g) That charging Plaintiffs \$10,496.00 unlawfully and refusing repeatedly to provide a refund be adjudged to have been intentional infliction of emotional distress;
- h) That judgment be entered for Plaintiffs against Defendants as allowed by law, together with the costs of this action, including reasonable attorney's fees pursuant to O.C.G.A. § 13-6-11 and other provisions of Georgia law;
- i) That Defendants and their agents, allies, co-conspirators be enjoined from further violations of the law;


- j) That Plaintiffs be awarded punitive damages and all other forms of equitable monetary relief, in an amount to be proven at trial but no less than \$2,000,000.00.
- k) That Plaintiffs have such other, further, or different relief as the case may require and the Court may deem just and proper under the circumstances.

**TRIAL BY JURY**

Pursuant to O.C.G.A. § 9-11-38 Plaintiffs are entitled to, and demand, a trial by jury.

Respectfully submitted this 3<sup>rd</sup> day of August, 2017.

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