

IN THE MATTER OF

CAPULET ENTERTAINMENT, LLC
AND ESTEVAN VEGA

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ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (the "Assurance") is provided to Bryan Cafferelli, Commissioner of the Connecticut Department of Consumer Protection ("Department") by Capulet Entertainment, LLC and Estevan Vega ("Respondents") pursuant to the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110b, et seq., ("CUTPA") and more particularly Conn. Gen. Stat. § 42-110j.

I. DEFINITIONS

a. "Consumer" means any Connecticut resident purchaser of any admission ticket, any parking pass, any camping pass, or any other good or service with respect to Capulet Fest 2024.

II. FACTUAL BACKGROUND

1. The Connecticut Attorney General, acting on behalf of the State of Connecticut ("State"), investigates alleged violations of CUTPA and enforces its provisions, including Conn. Gen. Stat. § 42-110j.

2. Respondent Capulet Entertainment LLC is a Connecticut limited liability company with a business address of 75 Lynn Street, Colchester, CT 06415.

3. Estevan Vega is the sole member of Respondent and is authorized to execute this Assurance on its behalf.

4. Respondent Estevan Vega is a natural person residing in Colchester,

Connecticut.

5. At all relevant times, Respondents have been engaged in the business of promoting concerts and music festivals in Connecticut, including Capulet Fest 2024, a music festival scheduled for June 28-30, 2024.

6. Respondents advertised Capulet Fest 2024 as a three-day music festival to be held at Thompson Motor Speedway, a large outdoor venue in Thompson, Connecticut.

7. Respondents advertised that Capulet Fest 2024 would include a three-day musical lineup, food trucks, the option to camp, and other amenities.

8. Respondents began advertizing and selling tickets to, inter alia, Connecticut consumers for Capulet Fest 2024 on or about January 26, 2024.

9. Respondents sold general admission tickets for Capulet Fest 2024 as well as add-ons such as parking passes, VIP access, and camping passes.

10. On or about June 28, 2024, the day the festival was to begin, Respondents notified ticket holders that Capulet Fest 2024 would not go forward at Thompson Motor Speedway as scheduled, but instead at the Webster Theater in Hartford, an indoor theater with a smaller capacity in an urban area.

11. Only the first and second days of the festival occurred in any form; the third day of programming was cancelled.

12. Respondents contend that the change of venue and the cancellation of the third day of the festival arose from a contractual dispute with the production company retained to put on the festival at Thompson Motor Speedway.

13. The State contends that as a result of the late changes to the festival,

certain Consumers could or did not attend portions of the festival for which they paid.

14. The State contends that Respondents' representations that Capulet Fest 2024 was a three-day outdoor music festival occurring at Thompson Motor Speedway were material to Consumers' decisions whether to purchase tickets and/or add-ons.

15. The State contends that the two-day indoor music festival at the Webster Theater that Consumers received is materially different from the three-day outdoor music festival at Thompson Motor Speedway that Respondents advertised. The music festivals had routinely been a combination of inside and outside activities.

16. The State contends that Respondents represented that Capulet Fest 2024 would be a three-day outdoor music festival at Thompson Motor Speedway without a reasonable belief that they could deliver the same.

17. The State contends that, under the facts and circumstances presented, Respondents' advertising of Capulet Fest 2024 as a three-day outdoor music festival was deceptive in violation of CUTPA, Conn. Gen. Stat. § 42-110b(a).

18. Respondents deny that they have violated CUTPA.

III. COMPLIANCE TERMS

19. This Assurance operates as a full and final disposition of the investigation into Respondents' business practices. Respondents agree to abide by all its terms and conditions.

A. RESTITUTION

20. Without a finding or admission of non-compliance with CUTPA, Respondents shall dedicate funds of not less than fifty thousand dollars (\$50,000.00) for refunds to Consumers ("Funds") as set forth below. Within one

hundred twenty days (120) days of the full execution of this Assurance, Respondents shall deposit not less than two thousand dollars (\$2,000.00) with The Balaban & Raczka Law Firm, Trustee, toward the Funds, with Respondents contributing additional amounts toward the Funds as necessary to pay claims. Respondents shall deposit another five thousand five hundred dollars (\$5,500) in the same manner on or before April 1, 2026. Notwithstanding anything to the contrary set forth herein, any valid claims presented will be paid within sixty (60) days after receipt of same.

21. Subject to the provisions of paragraphs 22 and 23 below, refunds are available as follows:

- a. A full refund of all unused admission tickets (whether general admission or VIP) and associated fees;
- b. A full refund of all unused parking passes and associated fees; and
- c. A full refund of all camping passes and associated fees.

22. To the extent an eligible Consumer has not already received a refund meeting the requirements of paragraph 21, such Consumer may claim a refund from Respondents by sending written notification to Mark A. Balaban, Esq., c/o The Balaban & Raczka Law Firm, 425 Main Street, 4th Floor, Middletown, CT 06457, not later than 180 days following the acceptance of this Assurance.

23. For the avoidance of doubt, this Assurance shall not be construed as requiring Respondents to make refunds for amounts for which a Consumer has already received a refund in any form, including directly from Respondent, through the ticket holder's credit card company, or any legal process.

24. Respondents shall maintain records of all claims made against the Funds, including the identity of the claimant, the amount of the claim, and the date of the claim, as well as the date(s) and amount(s) of any payment(s) by or on behalf of Respondents toward such claim. Respondents shall provide a report detailing the information set forth in this paragraph to the Office of the Attorney General, via email to joseph.gasser@ct.gov and diana.viera@ct.gov, at least every six (6) months starting on the date of execution of this Assurance, and also, if requested sooner by the Office of the Attorney General, within 5 business days of such request.

25. If there are funds remaining after all refunds have been paid, the remainder shall revert to Respondents.

B. INJUNCTIVE PROVISIONS

26. For a period of five (5) years from the acceptance of this Assurance, Respondents shall not advertise or offer, or allow to be advertised or offered, tickets or other products or services in connection with a music festival hosted by them unless they have secured a performance bond to cover refunds to ticket holders in the event of cancellation.

27. Respondents shall not advertise or offer, or allow to be advertised or offered, tickets or other products or services in connection with a music festival hosted by them unless they have made reasonable efforts to secure performance by all necessary contractors, including production company/ies.

28. Respondents shall comply with CUTPA in their advertising, offer, promotion, and operation of music festivals in the State of Connecticut.

C. PAYMENT TO THE STATE

29. Subject to the provisions of paragraph 29 herein, without a finding or admission of non-compliance with CUTPA, Respondents shall make a payment to the State in the amount of twenty-five thousand dollars (\$25,000.00), which shall be directed to Treasurer, State of Connecticut, c/o Joseph Gasser, AAG, 165 Capitol Avenue, Hartford, CT, 06106, such funds to be deposited in the Connecticut Attorney General's Consumer Fund, to be used for consumer complaint resolution, consumer protection training, investigation, enforcement or litigation matters.

30. To the extent Respondents comply with all material of this Assurance for a period of sixty (60) months, such payment shall be waived.

D. BANKRUPTCY

31. It is the intent of both the State and Respondents, and Respondents agree, that if Respondents, or either of them, petitions for bankruptcy protection, the obligations of both Respondents under this Assurance, specifically including but not limited to the restitution provisions in section III.A, shall remain in full force and effect notwithstanding such petition.

32. It is the intent of both the State and Respondents, and Respondents agree, that if Respondents, or either of them, receives a discharge from the bankruptcy court, the obligations of both Respondents under this Assurance, specifically including but not limited to the restitution provisions in section III.A, shall remain in full force and effect and shall survive such discharge.

33. The State and Respondents further agree that Respondents shall undertake such steps in connection with any bankruptcy petition as are reasonably

necessary to effectuate the terms of this section D including, but not limited to, entering into a reaffirmation agreement pursuant to 11 U.S.C. § 524(c).

IV. GENERAL PROVISIONS

34. Nothing in this Assurance shall be construed to prohibit Respondents from engaging in lawful business in Connecticut in compliance with this Assurance and all applicable Connecticut laws, nor shall this Assurance be construed as relieving Respondents of the obligation to comply with all applicable Connecticut laws.

35. Neither the existence of, nor the terms of this Assurance, shall be deemed to constitute evidence, except as permitted by applicable Connecticut law, in any action or proceeding. This Assurance shall not create any private rights or causes of action in any third parties. Nothing herein shall be construed as a general waiver of any private right, cause of action, or remedy of any private person against Respondents. Similarly, nothing contained herein shall waive the right of Respondents to assert any lawful defenses in response to a complaint or inquiry from any consumer or any other matter.

36. This Assurance is the final, complete, and exclusive agreement on the matter contained herein, and it supersedes, terminates and replaces any and all previous negotiations and agreements, injunctions, orders and instruments as may exist. No change or modification of this Assurance shall be valid unless in writing and signed by the Department, the State and Respondents. This Assurance shall neither create nor waive any private rights or remedies in any third parties nor shall it waive any rights, remedies, or defenses of Respondents in respect to any third

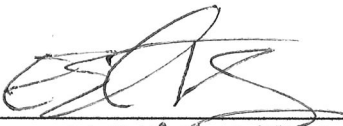
party. The Department, the State and Respondents shall each bear their own costs in connection with the negotiation, execution and implementation of this Assurance. If any of the substantive laws cited in this Assurance change due to amendment, repeal, or disposition by the legislature, an agency, or court where such change permits any action prohibited by any provision of this Assurance, that provision shall be deemed severed and of no further force or effect, and the remaining terms and conditions shall remain enforceable as if such provision had not been contained herein.

37. This Assurance shall not become part of the official record unless and until it is accepted by the Commissioner.

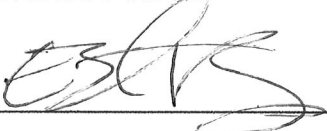
38. This Assurance shall become binding upon acceptance and approval by the Commissioner.

39. Except as expressly set forth herein, the acceptance of this Assurance shall not be deemed in any way to waive the right of the Commissioner of Consumer Protection to take any and all appropriate action pursuant to his/her powers under CUTPA and more particularly Conn. Gen. Stat. § 42-110j.

RESPONDENT
CAPULET ENTERTAINMENT, LLC

By:  Date July 7, 2025
Name: ESTEVAN VEGA
Title: managing member
Duly Authorized

RESPONDENT
ESTEVAN VEGA

 Date July 7, 2025

STATE OF CONNECTICUT,
DEPARTMENT OF CONSUMER PROTECTION

Accepted and approved this 17th day of July , 2025.


Bryan Cafferelli, Commissioner