

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
CIVIL TRIAL DIVISION

Filed and Attested by the  
Office of Judicial Records  
30 MAY 2018 10:00 am  
M. BRYANT

COMMONWEALTH OF PENNSYLVANIA	:	
OFFICE OF ATTORNEY GENERAL	:	_____ Term, 2018
	:	
Petitioner	:	
	:	
v.	:	
	:	No. _____
CHRISTOS AIVAZOGLU aka Chris Voz,	:	
Individually and d/b/a SKYBOX EVENTS and	:	
As Owner of CCP CATERING AND	:	
HOSPITALITY, L.L.C.	:	
1 S Raleigh Avenue	:	CIVIL ACTION – EQUITY
Atlantic City, New Jersey 08401	:	
	:	
and	:	
	:	
CCP CATERING AND HOSPITALITY, L.L.C.	:	
2424 East York Road	:	
Philadelphia, Pennsylvania 19125	:	

**ASSURANCE OF VOLUNTARY COMPLIANCE**

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, through the Bureau of Consumer Protection (herein referred to as the "Commonwealth" or "Petitioner"), which has caused an investigation to be made into the business practices of CCP Catering and Hospitality, L.L.C. ("Respondent," "Respondent CCP," and/or collectively, one of the "Respondents"), and Christos Aivazoglou aka Chris Voz d/b/a SKYBOX EVENTS ("Respondent," "Respondent Voz," and/or collectively, one of the "Respondents"), pursuant to the *Pennsylvania Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* ("Consumer Protection Law"), and states the following:

**WHEREAS**, the Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, through the Bureau of Consumer Protection, with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103.

**WHEREAS**, Respondent, CCP Catering and Hospitality, L.L.C., is a limited liability corporation organized in Pennsylvania and registered with Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section ("Corporation Bureau"), with a registered business address of 2424 East York Street, Philadelphia, Pennsylvania 19125.

**WHEREAS**, Respondent, Christos Aivazoglou aka Chris Voz is an adult individual residing at 1 S Raleigh Avenue, Atlantic City, New Jersey 08401.

#### **BACKGROUND**

**WHEREAS**, Respondents have engaged in trade and commerce in the Commonwealth of Pennsylvania by advertising, marketing, and offering banquet hall and reception facilities to consumers from a business operating out of 2424 East York Street, Philadelphia, Pennsylvania 19125.

**WHEREAS**, based upon its investigation, the Commonwealth believes Respondents have engaged in conduct which violates the Consumer Protection Law as more fully set forth below:

1. Respondents advertised, marketed, and promoted Unit 106-A ("Skybox Room") and Unit 121 ("Joia Room") of 2424 East York Street as a banquet hall and reception facility for a period of time that includes, but is not limited to, August of 2015 through March of 2017.

2. Respondents offered and used the Skybox Room and the Joia Room as a banquet hall and reception facility for a period of time that includes, but is not limited to, August of 2015 through March of 2018.

3. The Philadelphia Code requires Special Assembly Occupancy Licenses for restaurants, bars, catering halls, night clubs and other gathering places with dancing and a lawful occupancy of over fifty (50) patrons if entertainment is provided one or more times during the year primarily for social entertainment purposes. *See Philadelphia Code § 9-703(1)-(2).*

4. The Special Assembly Occupancy License for the Skybox Room expired on August 31, 2015.

5. In August of 2017, Applications for a Use Permit for Assembly & Entertainment and a Special Assembly Occupancy License for the Skybox Room were submitted to Philadelphia Department of Licenses & Inspections, which issued a refusal in October of 2017.

6. Subsequently, a Variance to the Zoning Code for the Skybox and Joia Rooms was submitted to Philadelphia Department of Licenses & Inspections Zoning Board of Adjustment.

7. On April 25, 2018, the Philadelphia Department of Licenses & Inspections Zoning Board of Adjustment denied the Variance to the Zoning Code, making it impossible for Respondents to obtain the necessary permits and licenses to continue to operate the Skybox and Joia Rooms as a banquet hall and reception facility.

8. At least four consumers paid deposits in the combined amount of TWENTY THOUSAND TWO HUNDRED FIFTY and 00/100 DOLLARS (\$20,250.00) to reserve the Skybox and/or Joia Rooms for 2018 events that can no longer occur as they had been contracted for.



**WHEREAS**, the Commonwealth alleges that the aforesaid acts and practices constitute “unfair methods of competition” and/or “unfair and deceptive actions or practices,” as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Sections 201-2(4) (ii), (iii), (v), and (xxi) as follows:

1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, 73 P.S. § 201-2(4)(ii);
2. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, 73 P.S. § 201-2(4)(iii);
3. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have, 73 P.S. § 201-2(4)(v); and
4. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi).

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

**WHEREAS**, Respondents agree to cease and desist from violating the Consumer Protection Law; and desire to comply with the civil laws of the Commonwealth of Pennsylvania.

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

### **SETTLEMENT TERMS**

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

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

**II. Injunctive and Affirmative Relief**

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

B. Respondents SHALL NOT, in the future, engage in conduct which violates the Consumer Protection Law, and any future amendments thereto, specifically including, but not limited to:

1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, 73 P.S. § 201-2(4)(ii);
2. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, 73 P.S. § 201-2(4)(iii);
3. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have, 73 P.S. § 201-2(4)(v); and
4. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi).

### **III. Monetary Relief**

A. Respondents shall pay to the Commonwealth the amount of TWENTY TWO THOUSAND SEVEN HUNDRED FIFTY and 00/100 DOLLARS (\$22,750.00), which shall be allocated as follows:

1. **Restitution** in the amount of TWENTY THOUSAND TWO HUNDRED FIFTY and 00/100 DOLLARS (\$20,250.00) pursuant to Section 201-4.1 of the Consumer Protection Law for consumers who are entitled to such restitution as a result of the fact that monies were paid to utilize the Skybox and/or Joia Rooms for 2018 events which have not and cannot occur in said space ("Restitution"). The amount, timing, and manner of any distribution to consumers shall be left to the sole discretion of the Commonwealth; and
2. **Costs of investigation** in the amount of TWO THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$2,500.00), which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this enforcement action, and shall be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

B. **Additional Restitution.** There may be consumers who have been harmed by the conduct cited herein and who are not referred to in the above mentioned paragraphs and/or who have not yet filed complaints with the Bureau of Consumer Protection. Respondents, jointly and severally, agree to pay Additional Restitution ("Additional Restitution") as follows:

1. Respondents shall pay Additional Restitution, consistent with Section 201-4.1 of the Consumer Protection Law, to the Commonwealth, for any consumer who:



- a. Paid monies pursuant to a contract for use of the Skybox Room and/or Joia Room as a banquet hall for events to occur after April 25, 2018;
  - b. Submits a claim or complaint to Respondents or the Commonwealth within thirty (30) days after the Effective Date of this Assurance; and
  - c. The consumer demonstrates to the satisfaction of the Commonwealth that he/she paid money for the use of the Skybox and/or Joia Rooms for an event that was to take place after April 25, 2018 but which cannot occur.
2. In order for a consumer to be eligible for consideration for Additional Restitution from Respondents hereunder, the consumer must provide adequate documentation which supports his or her claim and/or complaint. The determination as to whether the documentation is adequate shall be at the sole discretion of the Commonwealth. The Commonwealth will provide Respondents with copies of all claims or complaints received. Respondents will provide to the Commonwealth copies of any and all claims or complaints received by Respondents during the aforementioned thirty (30) day period.
3. Respondents agree to fully cooperate with the Commonwealth and shall supply the Commonwealth with any and all information and documents requested by the Commonwealth, within ten (10) days of the request, with regard to any consumers who submit claims or complaints within the aforementioned thirty (30) day period. Respondents may also submit to the Commonwealth any written responses they wish to make to the specific consumer complaints or claims.
  - a. The determination of whether a consumer shall receive Additional Restitution hereunder and the determination of the amount of any such Additional

Restitution paid to such consumer shall be within the sole discretion of the Commonwealth.

b. The Commonwealth shall provide Respondents with a list of validated claims filed by consumers who are entitled to Additional Restitution hereunder, after which:

i. Respondents shall have thirty (30) days from the date of submission of the list to pay to the Commonwealth the total amount of Additional Restitution indicated on the list; and

ii. The Additional Restitution shall be distributed to consumers by the Commonwealth.

c. Any claim or complaint that is postmarked by the thirtieth (30<sup>th</sup>) day from the date of the filing of this Assurance shall be deemed timely.

i. The amount, timing and manner of any distribution of the Additional Restitution to consumers shall be left to the sole discretion of the Commonwealth.

**C. Payment Terms.**

1. Upon signing this Assurance of Voluntary Compliance, Respondents agree to pay the Commonwealth the sum of TWENTY TWO THOUSAND SEVEN HUNDRED FIFTY and 00/100 DOLLARS (\$22,750.00).
2. Payments shall be made by certified check, cashier's check, or money order, made payable to the Commonwealth of Pennsylvania, and forwarded to the Pennsylvania Office of Attorney General, to Melissa Kaplan, Deputy Attorney General, Bureau of



Consumer Protection, 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania  
19103.

#### **IV. Miscellaneous Terms**

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

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

C. Time shall be of the essence with regards to Respondents' obligations hereunder.

D. Christos Aivazoglou aka Chris Voz, Individually and doing business as Skybox Events, and as the owner of CCP Catering and Hospitality, L.L.C, hereby states that he is authorized to enter into and execute this Assurance of Voluntary Compliance on behalf of Respondents; and further agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance.

E. Respondents understand and agree that if any false statement in or related to this Assurance of Voluntary Compliance has been made on their behalf, such statement is made pursuant to and under penalty of 18 Pa. C.S. § 4904, relating to unsworn falsifications to authorities.

F. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same

document. One or more counterparts of this Assurance of Voluntary Compliance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

G. This Assurance of Voluntary Compliance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Assurance of Voluntary Compliance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance of Voluntary Compliance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

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

I. A default or breach on the part of Respondents shall include, but not be limited to, Respondents defaulting on, failing to comply with, or in any way breaching any of the terms, representations, conditions, agreements or requirements of this Assurance of Voluntary Compliance.

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

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

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

**Signatures on following pages.**



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

**For the Petitioner:**  
COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
*Attorney General*

Date: 5/30/2018


By:   
MELISSA KAPLAN  
*Deputy Attorney General*  
PA Attorney I.D. No. 320744  
Bureau of Consumer Protection  
1600 Arch Street, Third Floor  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2444  
Facsimile: (215) 560 2494

**FOR THE RESPONDENT:**

CHRISTOS AIVAZOGLOU AKA CHRIS VOZ

Date: 5.22.18


By:

  
Christos Aivazoglou a/k/a Chris Voz  
Individually and d/b/a Skybox Events  
And as Owner of  
CCP Catering and Hospitality LLC  
1 S Raleigh Avenue  
Atlantic City, New Jersey 08401

CCP CATERING AND HOSPITALITY L.L.C.

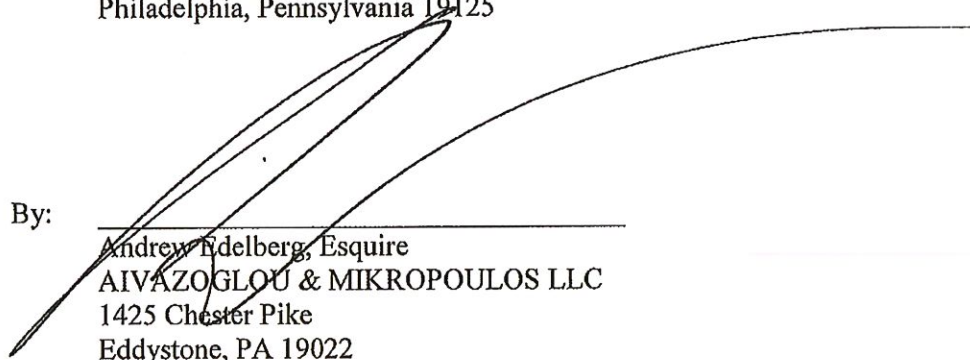
Date: 8.27.18

By:

  
Christos Aivazoglou a/k/a Chris Voz  
Owner of CCP Catering and Hospitality LLC  
2424 East York Road  
Philadelphia, Pennsylvania 19125

Date: 5.27.18

By:

  
Andrew Edelberg, Esquire  
AIVAZOGLOU & MIKROPOULOS LLC  
1425 Chester Pike  
Eddystone, PA 19022  
*Attorney for Respondents*

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
CIVIL TRIAL DIVISION

COMMONWEALTH OF PENNSYLVANIA	:	
OFFICE OF ATTORNEY GENERAL	:	_____Term, 2018
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v.	:	
	:	No.
CHRISTOS AIVAZOGLOU aka Chris Voz,	:	
Individually and d/b/a SKYBOX EVENTS and	:	
As Owner of CCP CATERING AND	:	
HOSPITALITY, L.L.C.	:	
1 S Raleigh Avenue	:	CIVIL ACTION -EQUITY
Atlantic City, New Jersey 08401	:	
	:	
and	:	
	:	
CCP CATERING AND HOSPITALITY, L.L.C.	:	
2424 East York Road	:	
Philadelphia, Pennsylvania 19125	:	

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CERTIFICATE OF SERVICE

I, Melissa L. Kaplan, Deputy Attorney General, do hereby certify that a true and correct copy of the Assurance of Voluntary Compliance was served upon the following via regular U.S. First Class Mail, postage prepaid on the dated noted below:

Andrew Edelberg, Esquire  
AIVAZOGLOU & MIKROPOULOS LLC  
1425 Chester Pike  
Eddystone, PA 19022  
*Attorney for Respondents*

By: Melissa Kaplan  
Melissa L. Kaplan  
Deputy Attorney General  
PA Office of Attorney General  
Bureau of Consumer Protection  
1600 Arch Street, Third Floor  
Philadelphia, Pennsylvania 19103  
(215) 560-2414

Date: 5/30/2018



**RESOLUTION**

**RESOLUTION OF THE MEMBERS OF  
CCP CATERING AND HOSPITALITY L.L.C**

The Members of CCP CATERING AND HOSPITALITY, L.L.C., met on the  
23<sup>rd</sup> day of May, 2018, and approved the following resolution.

**RESOLVED**, that, Christos Aivazoglou, Managing Member of CCP CATERING AND HOSPITALITY, L.L.C, is hereby authorized and empowered on behalf of CCP CATERING AND HOSPITALITY, L.L.C. to enter into an Assurance of Voluntary Compliance with the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, upon the terms and conditions contained in the proposed Assurance of Voluntary Compliance attached hereto and made a part hereof.

Filed with and attested to by the Managing Member of the limited liability company, this 23<sup>rd</sup> day of May, 2018.

  
\_\_\_\_\_  
Managing Member

<b>COMMONWEALTH OF PENNSYLVANIA</b>	:	
<b>OFFICE OF ATTORNEY GENERAL</b>	:	_____ Term, 2018
	:	
<b>Petitioner</b>	:	
	:	
<b>v.</b>	:	
	:	<b>No.</b>
<b>CHRISTOS AIVAZOGLOU aka Chris Voz,</b>	:	
<b>Individually and d/b/a SKYBOX EVENTS and</b>	:	
<b>As Owner of CCP CATERING AND</b>	:	
<b>HOSPITALITY, L.L.C.</b>	:	
<b>1 S Raleigh Avenue</b>	:	<b>CIVIL ACTION –EQUITY</b>
<b>Atlantic City, New Jersey 08401</b>	:	
	:	
<b>and</b>	:	
	:	
<b>CCP CATERING AND HOSPITALITY, L.L.C.</b>	:	
<b>2424 East York Road</b>	:	
<b>Philadelphia, Pennsylvania 19125</b>	:	

Case ID: 180503133