

**IN THE COURT OF COMMON PLEAS OF
MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION - EQUITY**

COMMONWEALTH OF PENNSYLVANIA	:	
by Attorney General MICHELLE A. HENRY	:	
	:	
Plaintiff,	:	No. 2021-19965
	:	
v.	:	
	:	
GREAT CONVENTIONS LLC D/B/A	:	CIVIL ACTION – EQUITY
THE GREAT PHILADELPHIA COMIC CON!	:	
and	:	
	:	
CHRISTOPHER WERTZ,	:	
individually and as managing member of	:	
GREAT CONVENTIONS LLC,	:	
	:	
Defendants.	:	

CONSENT PETITION FOR FINAL DECREE

AND NOW, comes the Commonwealth of Pennsylvania, by the Attorney General Michelle A. Henry, (hereinafter “Commonwealth” and/or “Plaintiff”), which initiated an action against Defendants, Great Conventions, LLC d/b/a The Great Philadelphia ComicCon! (hereinafter “Great Contentions” and/or “Defendant” and/or collectively as one of the ”Defendants”) and Christopher Wertz, individually, and as a managing member of Great Conventions (hereinafter “Wertz” and/or “Defendant” and/or collectively as one of the “Defendants”), by filing a Complaint in the Court of Common Pleas of Montgomery County in the above-captioned action on or about December 5, 2021 (herein referred to as the “Complaint”). The Complaint against Defendants alleged violations of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1, *et seq.* (herein referred to as the “*Consumer Protection Law*”) arising from Defendants’ business which included the sale of

goods and services related to the Great Philadelphia ComicCon event, and the Commonwealth states the following:

WHEREAS, Plaintiff is the Commonwealth of Pennsylvania, acting by the Pennsylvania Attorney General Michelle A. Henry with an office located at 1600 Arch Street, Suite 300, Philadelphia, Pennsylvania 19103.

WHEREAS, Defendant Great Conventions, LLC is registered as a Pennsylvania limited liability company with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (hereinafter “Corporations Bureau”), with a registered business address of 2735 North Delaware Drive, Easton, PA 18040.

WHEREAS, Defendant Christopher Wertz is an adult individual residing at 47 North 10th Street, Easton, Pennsylvania 18042. Wertz acts an officer, director, and/or managing member of Defendants Great Conventions.

WHEREAS, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by organizing and hosting conventions and other ticketed events open to the public, marketing such events, and selling tickets to such events.

WHEREAS, Defendants sold tickets to consumers to attend the The Great Philadelphia ComicCon!, scheduled to be held at the Greater Philadelphia Expo Center in Oaks, Pennsylvania on April 3-5, 2020 (hereinafter “Event”).

WHEREAS, consumers paid the full price for tickets to the Event at the time of purchase, and Defendants received substantial payments from consumers for tickets to the Event.

WHEREAS, the Commonwealth alleges that the Event originally scheduled for April 3-5, 2020 was postponed due to COVID-19 restrictions. Since March 2020, Defendants have rescheduled the Event multiple times, but failed to hold the event once COVID restrictions were

lifted.

WHEREAS, the Commonwealth alleges that Defendants failed to properly and timely respond to refund requests made by consumers who purchased tickets to the Event.

WHEREAS, the Commonwealth alleges that Defendants have wrongfully failed to issue refunds to consumers who purchased tickets to the Event.

WHEREAS, the Commonwealth alleges that Defendants mislead consumers by using the fictitious name “The Great Philadelphia ComicCon!” that was not properly registered under the *Fictitious Names Act*, 54 Pa. C.S. §§ 301-322.

WHEREAS, the Commonwealth alleges that Defendant Christopher Wertz approved, endorsed, authorized, formulated, directed, supervised, controlled, ratified, benefited from and/or otherwise participated in the acts and practices of Defendant Great Conventions, and that these Defendants acted together and cooperated with each other in the conduct of the business.

WHEREAS, Plaintiff’s Complaint alleged that the methods, acts and/or practices of Defendants constituted violations of Sections 201-2 (4)(v), (ix), and (xxi) of the *Consumer Protection Law*.

WHEREAS, Defendants desire to comply with the laws of the Commonwealth of Pennsylvania and the provisions of this Consent Petition for Final Decree (herein referred to as the “Consent Petition”), and they have executed this Consent Petition with the intent that, upon approval of the Court of Common Pleas of Montgomery County, the provisions of this Consent Petition shall constitute the provisions of a Final Decree, Order and Judgment of the Court of Common Pleas of Montgomery County with respect to the above-captioned action regarding Defendants Great Conventions and Wertz.

WHEREAS, upon approval of the Court of Common Pleas of Montgomery County and subject to the terms and conditions of this Consent Petition, the Commonwealth and Defendants are agreeable in this matter to accept this Consent Petition as a settlement in lieu of the Commonwealth proceeding to trial with the above-captioned action with regards to Defendants.

WHEREAS, Defendants agree by the signing of this Consent Petition to recognize and be bound by any and all obligations, liabilities, responsibilities and encumbrances as set forth in this Consent Petition.

WHEREAS, this Consent Petition does not constitute an approval by the Commonwealth of any of the Defendants' former or current business practices.

WHEREAS, the Effective Date of this Consent Petition shall be the date upon which the Commonwealth executes the document and submits it to the Court for approval.

NOW THEREFORE, for good and valuable consideration, the Commonwealth and Defendants agree as follows:

SETTLEMENT TERMS

I. Injunctive and Affirmative Relief

A. Defendants are hereby forever enjoined and prohibited from violating the *Consumer Protection Law*, and any future amendments thereto, including, but not limited to, the following sections:

1. Section 201-2(4)(ii) of the *Consumer Protection Law*, which prohibits acts or practices causing likelihood of confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services;

2. Section 201-2(4)(iii) of the *Consumer Protection Law*, which prohibits acts or practices causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;

3. Section 201-2(4)(v) of the *Consumer Protection Law*, which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connections that he does not have;

4. Section 201-2(4)(ix) of the *Consumer Protection Law*, which prohibits advertising goods or services with intent not to sell them as advertised; and

5. Section 201-2(4)(xxi) of the *Consumer Protection Law*, which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

B. Defendants are forever enjoined and prohibited from misleading consumers by using any business name that is not properly registered under Pennsylvania's *Fictitious Names Act*, 54 Pa. C.S. §§ 301-322.

C. Defendants are forever enjoined and prohibited from failing to deliver goods and services for which consumers have contracted and paid in violation of Section 201-3 of the *Consumer Protection Law*.

D. Defendant Great Conventions is forever enjoined and prohibited from organizing and hosting conventions and other ticketed events open to the public, marketing such events, and selling tickets to such events.

E. Defendant Wertz is enjoined and prohibited for a period of three (3) years from the Effective Date of this Consent Petition from holding an ownership interest in and/or serving

as an officer, member of the board of directors, or managing member of any entity involved in organizing and hosting conventions and other ticketed events open to the public in the Commonwealth of Pennsylvania, marketing such events, and selling tickets to such events.

F. Defendants shall respond to any future consumer complaints the Commonwealth receives against them or businesses they own and will attempt to mediate a resolution to said complaints in good faith.

II. Monetary Relief

A. Monetary Payment

1 Judgment is hereby entered against Defendants, jointly and severally, and in favor of the Commonwealth. Defendants hereby agree to pay, jointly and severally, the amount of twenty-six thousand and 00/100 dollars (\$26,000.00) (hereinafter “Monetary Payment”) and consent to entry of this judgment by the Court in the amount of the Monetary Payment. Defendants shall make the Monetary Payment as detailed in Paragraph II.C below. The Monetary Payment shall be allocated as follows:

a. **Costs** - The sum of six thousand dollars and 00/100 cents (\$6,000.00) (“Costs”) to be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to be deposited in an interest bearing account from which both principal and interest shall be expended for public protection and education purposes.

b. **Restitution** – The sum of twenty-thousand and 00/100 dollars (\$20,000.00) (“Restitution”) shall be allocated as Restitution and distributed by the Commonwealth at its sole discretion to affected consumers.

B. Calculation of Restitution

1. The Commonwealth and Defendants acknowledge that a) consumers have filed complaints with the Pennsylvania Office of Attorney General claiming they were harmed by Defendants' conduct; and b) there may be additional consumers who have been harmed by Defendants' conduct and who have yet not filed complaints with the Pennsylvania Office of Attorney General. Defendants hereby agree that they shall pay Restitution to both groups of consumers as set forth in this Section.

2. Consumers who have already filed complaints with the Commonwealth and those consumers who file complaints with the Commonwealth within sixty (60) days after the Effective Date of this Consent Petition may be eligible for Restitution if they have (a) claims or complaints that concern or relate to conduct alleged in the Complaint filed in this action by the Commonwealth or concern or relate to the conduct covered under this Consent Petition or requests refunds or restitution of the type covered under this Consent Petition, (b) provide documentation supporting such claims or complaints, and (c) that the conduct of the Defendants related to such complaints or claims occurred before the Effective Date of this Consent Petition. Such complaints or claims shall be determined by the Commonwealth in the sole discretion of the Commonwealth to be eligible for Restitution in an amount determined by the Commonwealth based upon the Commonwealth's review of the complaints or claims and any documentation provided to the Commonwealth.

3. Should the total consumer claims for Restitution exceed \$20,000.00, then each consumer entitled to Restitution under Section II.A.1.b of this Agreement shall receive a pro rata share of Defendants' Restitution payment. The determination of whether a consumer shall receive such Restitution hereunder and the determination of the amount of any such Restitution

shall be within the sole discretion of the Commonwealth. Any complaint or claim that is postmarked by the sixtieth (60th) day after the Effective Date of this Consent Petition shall be deemed timely.

C. Payment Terms

1. Defendants shall pay to the Commonwealth of Pennsylvania, Office of Attorney General, the sum of \$20,000.00, representing a portion of the Monetary Payment as stated in Section II.A of this Consent Petition at the time of execution of this Consent Petition.

2. Defendants shall pay to the Commonwealth of Pennsylvania, Office of Attorney General, the sum of \$6,000.00, representing the remainder of the Monetary Payment as stated in Section II.A of this Consent Petition within forty-five (45) days of the date of execution of this Consent Petition.

3. All payments due and owing to the Commonwealth under this Consent Petition shall be made by certified check, cashier's check, or money order, made payable to the "Commonwealth of Pennsylvania, Office of Attorney General," and forwarded to Debra Djupman Warring, Deputy Attorney General, Office of Attorney General, 1600 Arch Street, 3rd Floor, Philadelphia, Pennsylvania 19103.

4. The Commonwealth shall use the funds paid by Defendants as Restitution pursuant to Section II.A.1.b to distribute funds to impacted consumers. The Commonwealth shall have sole discretion concerning the distribution of restitution funds. After the Commonwealth has completed the distribution of restitution funds to consumer, including making reasonable attempts to contact payees of uncashed checks and waiting a reasonable period of time not less than ninety (90) calendar days, all uncashed checks may be voided. Once

such uncashed checks have been voided, any remaining funds in the restitution account (including any accrued interest) will be distributed to the Commonwealth to be deposited in an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes. After Defendants made the Monetary Payment, Defendants shall no longer have any property right, title, interest, or other legal claim in any funds held in escrow.

5. In the event that Defendants violate any of the terms of this Consent Petition or fail to make any payment(s) within the time required under this Section II.A, Defendants shall be in default under the terms of this Consent Petition. In the event of a default by Defendants, the full amount of such required payments then outstanding and unpaid shall become immediately due and payable to the Commonwealth. The Commonwealth shall then have the right, at any time after the default of this Consent Petition, to execute upon the full amount of the above referenced judgments then unpaid and outstanding and enforce said amount of said judgments against Defendants.

D. Suspended Civil Penalty

An additional civil penalty pursuant to Section 201-8(b) of the *Consumer Protection Law* is assessed against Defendants and in favor of the Commonwealth in the amount of nine thousand four hundred and 00/100 Dollars (\$9,400.00) and shall be suspended at this time (herein referred to as the “Suspended Civil Penalty”), subject to the following:

1. Upon the issuance of a final order by the Court of Common Pleas of Montgomery County or any court of competent jurisdiction finding that any of the Defendants are in default of any of the terms and conditions of this Consent Petition, the Suspended Civil Penalty and any other relief ordered by the Court, including any further civil penalties pursuant

to Section 201-8(a) of the *Consumer Protection Law*, shall become immediately due and payable by the Defendant who is found to be in default to the Commonwealth and a judgment shall be entered by the Court of Common Pleas of Montgomery County or such court of competent jurisdiction against said Defendant and in favor of the Commonwealth, in the full amount of the Suspended Civil Penalty and any other relief ordered by the Court.

2. In the event that more than one of the Defendants are found to be in default of the terms and conditions of this Consent Petition, the Suspended Civil Penalty and any other relief ordered by the Court, including any further civil penalties pursuant to Section 201-8(a) of the *Consumer Protection Law*, shall become immediately due and payable by the Defendants who are found to be in default, jointly and severally, to the Commonwealth and a judgment shall be entered by the Court of Common Pleas of Montgomery County or such court of competent jurisdiction against said Defendants, jointly and severally, and in favor of the Commonwealth, in the full amount of the Suspended Civil Penalty and any other relief ordered by the Court.

3. A default on the part of one or more of the Defendants shall include, but not be limited to, one or more of the Defendants defaulting on, failing to comply with, or in any way breaching or violating any of the terms, representations, conditions, agreements or requirements of this Consent Petition.

III. Miscellaneous Terms

A. The “Effective Date” of this Consent Petition shall be the date of approval and docketing of this Consent Petition by the Court of Common Pleas of Montgomery County.

B. Time shall be of the essence with regards to Defendants’ obligations hereunder.

C. Nothing in this Consent Petition shall prevent or restrict the use of this Consent Petition by the Commonwealth in any action against Defendants for contempt or failure to comply with any of its provisions, or in the event that Defendants are in default of any of its terms and conditions. A default on the part of Defendants shall include any default or breach by Defendants of any of the terms or requirements of this Consent Petition. Nothing in this Consent Petition shall be construed to (i) exonerate any contempt or failure to comply with any of its provision after the Effective Date, (ii) compromise or limit the authority of the Commonwealth to initiate a proceeding for any contempt or other sanctions for failure to comply, or (iii) compromise the authority of the Court of Common Pleas of Montgomery County or any other court of competent jurisdiction to punish as contempt any violation of this Consent Petition.

D. Nothing in this Consent Petition shall be construed to limit the authority of the Commonwealth to protect the interests of the Commonwealth or the people of the Commonwealth of Pennsylvania.

E. Any failure of the Commonwealth to exercise any of its rights under this Consent Petition shall not constitute a waiver of its rights hereunder.

F. Defendants further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Consent Petition.

G. Andrew Wertz as a managing member of Defendant Great Conventions, hereby states that he is authorized to enter into and execute this Consent Petition on behalf of Defendant Great Conventions.

J. Nothing contained in this Consent Petition shall be construed to waive any right

of action by any consumer, person or entity or by any local, state, federal or other governmental entity.

K. The Court of Common Pleas of Montgomery County shall maintain jurisdiction over the subject matter of this Consent Petition and over Defendants for purpose of enforcement of this Consent Petition and/or the Final Decree or Order accompanying it.

L. This Consent Petition 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 Consent Petition may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

M. Defendants understand and agree that if Defendants have made any false statement in this Consent Petition that such statement is made pursuant to and under penalty of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities.

N. The Commonwealth and Defendants hereby stipulate that the Order of Court to be issued pursuant to this Consent Petition shall act as a permanent injunction issued under Section 201-4 of the *Consumer Protection Law*, and, that, subject to the specific terms and conditions stated in this Consent Petition, breach of any of the terms of this Consent Petition or of the Order accompanying it shall be sufficient cause for the Commonwealth, through the Office of Attorney General, to seek penalties or sanctions as provided in Sections 201-8 and 201-9 of the *Consumer Protection Law* or any other relief as the Court shall determine.

O. This Consent Petition 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 Consent Petition that are not fully expressed herein or attached hereto. Each party specifically warrants that this Consent Petition is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

P. The parties hereto further acknowledge and agree that this Consent Petition is subject to and contingent upon it and the agreements contained herein being approved by the Court of Common Pleas of Montgomery County.

Q. Any and all notices, requests, consents, directives, or communications sent to the Defendants or the Commonwealth pursuant to this Consent Petition shall be sent by a nationally recognized overnight courier service (no receipt signature shall be required) and by email (if the party has provided a current e-mail address to the other parties as indicated herein below) to the following:

For the Commonwealth:

Pennsylvania Office of Attorney General
Attention: Debra Djupman Warring
1600 Arch Street, Suite 300
Philadelphia, PA 19103

For Defendants:

Great Conventions, LLC d/b/a
The Great Philadelphia Comic Con!
2735 North Delaware Drive
Easton, PA 18040

Christopher Wertz
47 North 10th Street
Easton, PA 18042

Any party may designate a different individual to receive the notices required to be sent by sending written notification to the other parties at least thirty (30) days before such change will occur identifying that individual by name and/or title and mailing address.

WHEREFORE, without trial or adjudication of the facts or law herein between the parties to this Consent Petition, Defendants agree to the signing of this Consent Petition and this Court hereby orders that Defendants shall be permanently enjoined from breaching any and all of the aforementioned provisions, and this Consent Petition resolves any and all civil claims under the *Consumer Protection Law*, between the Commonwealth of Pennsylvania, by its Attorney General, and Defendants arising from the specific allegations in the aforementioned Complaint, which occurred prior to the Effective Date of this Consent Petition, except for those rights expressly reserved herein by said parties to this action.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

WE HEREBY consent to the terms set forth in this Consent Petition for Final Decree and submit the same to this Honorable Court for the making and entry of a Final Decree or Order of the Court on the dates indicated herein below.

FOR THE PLAINTIFF:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
Attorney General

Date: 3/11/2024

By: *Debra Djupman Warring*
Debra Djupman Warring
Senior Deputy Attorney General
Attorney I.D. #206437
Pennsylvania Office of Attorney General
1600 Arch Street, Suite 300
Philadelphia, Pennsylvania 19103
Attorney for Plaintiff

FOR THE DEFENDANTS:

GREAT CONVENTIONS, LLC

Date: 2/26/2024

By: *Andrew Wertz*
Andrew Wertz
Managing Member of Great Conventions, LLC

Date: 2/26/2024

By: *Christopher D. Wertz*
CHRISTOPHER WERTZ

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and	:	
	:	
CHRISTOPHER WERTZ,	:	
individually and as managing member of	:	
GREAT CONVENTIONS LLC,	:	
	:	
Defendants.	:	

ORDER

AND NOW, this _____ day of _____, 2024, the attached Consent Petition for Final Decree, agreed to by the Plaintiff, Commonwealth of Pennsylvania, and Defendants Great Conventions, LLC d/b/a The Great Philadelphia ComicCon! and Christopher Wertz, is hereby entered as the ORDER and FINAL DECREE of this Court.

, J.

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CHRISTOPHER WERTZ,	:	
individually and as managing member of	:	
GREAT CONVENTIONS LLC,	:	
	:	
Defendants.	:	

CERTIFICATE OF SERVICE

I, Debra Djupman Warring, Deputy Attorney General, do hereby certify that a true and correct copy of the foregoing Consent Petition for Final Decree was served upon the following via first class mail, postage prepaid, on the date noted below

Great Conventions, LLC d/b/a
The Great Philadelphia Comic Con!
2735 North Delaware Drive
Easton, PA 18040

Christopher Wertz
47 North 10th Street
Easton, PA 18042

Date: March 11, 2023

By: /s/ Debra Djupman Warring
Debra Djupman Warring
Counsel for Plaintiff