

IN THE COURT OF COMMON PLEAS  
FOR FRANKLIN COUNTY, OHIO  
GENERAL DIVISION

STATE OF OHIO ex rel. ATTORNEY  
GENERAL DAVE YOST,

Plaintiff,

v.

TASTEFUL OCCASION, LLC, et al.,

Defendants.

Case No. 22 CV 9010

JUDGE MILLER

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

MAY 02 2024

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

**JUDGMENT ENTRY AND ORDER AGAINST DEFENDANTS**

**AND**

**NOTICE OF FINAL APPEALABLE ORDER**

This matter initially came to be heard upon Plaintiff's December 27, 2023 filing of its Motion for Default Judgment ("Default Judgment Motion") against Defendants Tasteful Occasion, LLC, Kool Daddy's BBQ, LLC, and Michael Morales (collectively, "Defendants"). Plaintiff's Default Judgment Motion sought an entry of default judgment against the Defendants, together with permission to separately brief the Court on the consumer damages and civil penalties to be ordered against the Defendants and to present affidavit testimony instead of live testimony as proof.

On February 2, 2024, the Court issued a Decision and Entry ("Decision and Entry") granting Plaintiff's request for default judgment against the Defendants as to liability only. The Court also granted Plaintiff's requests to brief the Court on the amount of consumer damages and to present affidavit testimony instead of live testimony as proof. The Court, however, found that an in-person hearing was necessary to ascertain the amounts for civil penalties, fines, collection

costs, and interest, and, pursuant to Civ. R. 53(D)(1) and Loc. R. 99.02, referred the case to Magistrate Watters for an evidentiary hearing.

On March 19, 2024, Plaintiff filed a Memorandum in Support of Consumer Damages, attaching as evidence the affidavits of six consumers - Kyle Miller, Melissa Walker, Tara Gilles, Morgan Boucher, Tyler Carver, and Allison Garwood (collectively, the "Consumer Affidavits"). The memorandum and Consumer Affidavits provided evidence in support of \$10,470.63 in consumer damages.

On March 22, 2024, the evidentiary hearing was held (the "Hearing"), and on March 26, 2024, Magistrate Watters issued her Magistrate Decision, which she subsequently amended on the same date (as amended, the "Magistrate's Decision"). No objections were filed to the Magistrate's Decision and the time for doing so has passed. This Court now adopts the Magistrate's Decision pursuant to Civ. R. 53(D)(4)(c).

Based on the foregoing, the Court finds that Plaintiff is entitled to entry of a final judgment in the action.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. This action was commenced by the Attorney General in the public interest and on behalf of the State of Ohio under the authority vested in him by R.C. 1345.04 of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01, *et seq.*
2. Defendants are suppliers pursuant to R.C. 1345.01(C) who committed unfair or deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA by entering into contracts with consumers to provide catering services, including catering for wedding receptions, but then (i) failing to provide some of the contracted services, and/or (ii) providing some of the services contracted for in an inadequate manner, and/or (iii) subsequently agreeing,

either before or after the scheduled event, to refund money to consumers, but then failing to provide the agreed upon refund.

3. The acts and practices described in Plaintiff's Complaint in Counts I and II, but not Count III, have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.02(A), and Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).
4. It is DECLARED that the acts and/or practices of entering into contracts with consumers to provide catering services, including catering for wedding receptions, but then (i) failing to provide some of the contracted services, and/or (ii) providing some of the services contracted for in an inadequate manner, and/or (iii) subsequently agreeing, either before or after the scheduled event, to refund money to consumers, but then failing to provide the agreed upon refund, violate section 1345.02(A) of the Revised Code.
5. Defendants Tasteful Occasion, LLC, Kool Daddy's BBQ, LLC and Michael Morales are PERMANENTLY ENJOINED, pursuant to R.C. 1345.07(A)(2)(a), from the acts and/or practices of entering into contracts with consumers to provide catering services, including catering for wedding receptions, but then (i) failing to provide some of the contracted services, and/or (ii) providing some of the services contracted for in an inadequate manner, and/or (iii) subsequently agreeing, either before or after the scheduled event, to refund money to consumers, but then failing to provide the agreed upon refund.
6. Plaintiff is not entitled to a permanent injunction against acts or practices not expressly enjoined in this Final Judgment Entry and Order, nor is Plaintiff entitled to a permanent injunction against any parties not named in this litigation, including future entities and individuals with whom Defendants may become associated.

7. Defendants are ORDERED, pursuant to R.C. 1345.07(B), to pay, jointly and severally, actual damages in the total amount of \$10,470.63 with payment to be made to the Ohio Attorney General for distribution and reimbursement to the following six consumers found to have been damaged:

Morgan Boucher	\$1,997.50
Tyler Carver	\$2,974.60
Allison Garwood	\$2,244.53
Kyle Miller	\$1,000.00
Melissa Walker	\$1,389.00
Tara Gillespie	\$ 865.00

8. Defendants are ORDERED, pursuant to R.C. 1345.07(B), to pay, jointly and severally, based on Counts I and II of Plaintiff's Complaint, but not Count III, civil penalties in the total amount of \$20,000.00.
9. Defendants Tasteful Occasion, LLC and Kool Daddy's BBQ, LLC are ENJOINED, pursuant to R.C. 1345.07(B), from engaging in consumer transactions as suppliers in the State of Ohio until all monetary amounts ordered to be paid in this action and any other outstanding consumer protection judgments have been satisfied. This injunction shall not apply to Defendant Michael Morales.
10. Plaintiff's requests in Paragraph F of the Prayer for Relief section in Plaintiff's Complaint were voluntarily dismissed, pursuant to Civ.R. 41, at the Hearing. Plaintiff is not entitled to a monetary award of collection costs, assessments, and/or fines.
11. Defendants are ORDERED to pay all court costs associated with this matter.

Pursuant to Civil Rule 58(B), the Clerk of Courts is directed to serve upon all parties notice and the date of this judgment. **This is a final appealable order; there is no just reason for delay.**

**IT IS SO ORDERED.**

*Electronically Signed*

**JUDGE ANDY MILLER**

COPIES TO (via e-filing notification): Counsel and parties of record

Franklin County Court of Common Pleas

**Date:** 05-01-2024  
**Case Title:** STATE OF OHIO EX REL ATTORNEY GEN DAVE Y -VS-  
TASTEFUL OCCASION LLC ET AL  
**Case Number:** 22CV009010  
**Type:** JUDGMENT ENTRY

It Is So Ordered.

A handwritten signature in black ink, appearing to read "A.D.M. Miller", is written over a faint, circular official seal of the Franklin County Court of Common Pleas. The signature is fluid and cursive.

/s/ Judge Andrew D.M. Miller