

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No:
30 E. Broad St., 14 th Floor)	
Columbus, Ohio 43215)	
)	Judge:
)	
Plaintiff,)	
v.)	
)	
TASTEFUL OCCASION, LLC)	COMPLAINT AND REQUEST
c/o Michael Morales, Statutory Agent)	FOR DECLARATORY
5114 Renmill Drive)	JUDGMENT, INJUNCTIVE RELIEF,
Hilliard, Ohio 43026)	CONSUMER RESTITUTION,
)	CIVIL PENALTIES, AND
and)	OTHER APPROPRIATE RELIEF
)	
KOOL DADDY’S BBQ, LLC)	
c/o Michael Morales, Statutory Agent)	
5114 Renmill Drive)	
Hilliard, Ohio 43026)	
)	
and)	
)	
MICHAEL MORALES)	
5114 Renmill Drive)	
Hilliard, Ohio 43026)	
)	
)	
Defendants.)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, Dave Yost, having reasonable cause to believe that violations of Ohio’s consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by R.C. 1345.01 *et seq.*

2. The actions of Defendants, Tasteful Occasion, LLC, Kool Daddy's BBQ, LLC, and Michael Morales (collectively, "Defendants"), hereinafter described, have occurred in in the State of Ohio in Franklin County and are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01, *et seq.*
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3) in that the Defendants conducted the activity which gave rise to the claims for relief set forth herein in Franklin County, Ohio.

DEFENDANTS

5. Defendant Tasteful Occasion, LLC is a domestic limited liability company registered with the Ohio Secretary of State on or about August 23, 2018.
6. Defendant Kool Daddy's BBQ, LLC is a domestic limited liability company registered with the Ohio Secretary of State on or about August 24, 2018.
7. Defendant Michael Morales is a natural person with a last known address at 5114 Renmill Drive, Hilliard, Ohio, 43026.
8. Defendant Michael Morales is the sole owner of Defendants Tasteful Occasion, LLC and Kool Daddy's BBQ, LLC.
9. Defendant Michael Morales, at all times pertinent hereto, controlled and directed the business activities and sales conduct of Defendants Tasteful Occasion, LLC and Kool Daddy's BBQ, LLC, causing, personally participating in, or ratifying the acts and practices of each, including the conduct giving rise to the violations described herein.

10. Defendants are “suppliers,” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting “consumer transactions” by advertising, soliciting, and/or selling prepared food and catering services to individual “consumers” in the State of Ohio for purposes that were primarily personal, family or household within the meaning of the CSPA, R.C. 1345.01(A), (C), and (D).

STATEMENT OF FACTS

11. At all times relevant hereto, Defendants engaged in the business of advertising, soliciting, and/or selling prepared food and catering services to individual consumers in the State of Ohio, including, but not limited to, in connection with wedding receptions.
12. Defendants advertised and marketed their prepared food and catering services, including for wedding receptions, to consumers via the Internet, food delivery apps, and social media.
13. Catering services, including catering services for wedding receptions, were delivered to consumers by the Defendants at various third-party venues secured by the consumers.
14. In some instances, Defendants entered into contracts for catering services to be provided for wedding receptions, and received payment for the same, but then failed to provide some of the services contracted for, and failed to refund any of the consumers’ payments.
15. In some instances, Defendants entered into contracts with consumers for catering services to be provided for wedding receptions, and received payment for the same, but then provided some of the services contracted for in adequate manner, and failed to refund any of the consumers’ payments.
16. In some instances, Defendants entered into contracts with consumers for catering services to be provided for wedding receptions, and then subsequently agreed, either before or after

the scheduled event, to refund money to consumers, but then failed to provide the agreed upon refund.

CAUSE OF ACTION: VIOLATIONS OF THE CSPA

COUNT I - FAILURE TO PROVIDE SERVICES

17. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1 through 16 of this Complaint.
18. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by entering into contracts with consumers to provide catering services, including catering for wedding receptions, but then failing to provide some of the contracted services.
19. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT II – INADEQUATE SERVICES

20. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1 through 16 of this Complaint
21. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by entering into contracts with consumers to provide catering services, including for wedding receptions, but then providing some of the services contracted for in an inadequate manner.
22. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT III – FAILURE TO PROVIDE REFUND

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1 through 16 of this Complaint
24. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by entering into contracts with consumers for catering services, including for wedding receptions, and then subsequently agreeing, either before or after the scheduled event, to refund money to consumers, but then failing to provide the agreed upon refund.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. DECLARE, pursuant to R.C. 1345.07(A)(1), that each act or practice complained of herein violates the CSPA, R.C. 1345.01, *et seq.*, in the manner set forth in the Complaint.
- B. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining the Defendants, their agents, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership, or other association, under these or any other names, from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 *et seq.*, or its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. ASSESS, FINE and IMPOSE upon Defendants, pursuant to R.C. 1345.07(D), a civil penalty of up to \$25,000.00 for each separate and appropriate violation described herein.
- E. ORDER that Defendants be enjoined, pursuant to R.C. 1345.07(B), from engaging in

consumer transactions as a supplier in the State of Ohio until they satisfy any monetary obligations ordered to be paid in this matter.

- F. ORDER Defendants to pay Plaintiff collection costs and interest, as permitted by Ohio law, including, but not limited to, R.C. 131.02, 109.08, and 109.081, on the unpaid balance of any judgment entered against the Defendants in this matter.
- G. ORDER Defendants to pay all court costs associated with this matter.
- H. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General

/s/ W. Travis Garrison
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