[Cite as *Page v. Big Show, Ltd.*, 2022-Ohio-38.]

STATE OF OHIO	)	IN THE COURT OF APPEALS
	)ss:	NINTH JUDICIAL DISTRICT
COUNTY OF LORAIN	)	
LANESHIA PAGE		C.A. No. 21CA011714
Appellee		
v.		APPEAL FROM JUDGMENT ENTERED IN THE
THE BIG SHOW LTD.		AVON LAKE MUNICIPAL COURT COUNTY OF LORAIN, OHIO
Appellant		CASE No. CVI 2000438

DECISION AND JOURNAL ENTRY

Dated: January 10, 2022

TEODOSIO, Judge.

{¶1} Defendant-Appellant, The Big Show Ltd. d/b/a The Fountain Bleau ("the Big Show"), appeals from the judgment of the Avon Lake Municipal Court, awarding damages to Plaintiff-Appellee, Laneshia Page. This Court reverses.

I.

{¶2} The Big Show is a catering and event space service that specializes in wedding receptions. In October 2019, Ms. Page signed a catering contract with the Big Show and paid a deposit to reserve an October 2020 wedding reception date. She then made a series of additional deposit payments under the terms of the contract. It is undisputed that she ultimately paid the Big Show $4,912.10.

{¶3} Ms. Page's reception never occurred due to the pandemic and executive orders limiting or prohibiting mass gatherings. In the months preceding the scheduled reception date, she exchanged emails with a representative from the Big Show and discussed cancelling or

rescheduling her reception. Ms. Page notified the Big Show in June 2020 that she wished to cancel her reception and inquired about a return of her deposits. The Big Show ultimately notified Ms. Page that her deposits were non-refundable. Although the Big Show offered to refund Ms. Page a portion of her money to settle any disputes, she did not accept its offer.

{¶4} Ms. Page filed suit against the Big Show in small claims court.[1] The complaint requested a full refund of the money she had paid on the contract. A bench trial ensued at which the parties stipulated to the amount Ms. Page had paid. At the conclusion of trial, the trial court took the matter under advisement and later issued a judgment entry.

{¶5} The trial court found that the Big Show had engaged in a deceptive practice under the Consumer Sales Practices Act ("CSPA") when it accepted Ms. Page's money without providing her a written receipt that notified her that her deposits were non-refundable. The court determined that Ms. Page was entitled to a recission of her contract and a return of the payments she had tendered. Accordingly, it entered judgment in favor of Ms. Page in the amount of $4,912.10 with interest of 5% per year from the date of judgment.

{¶6} The Big Show now appeals from the trial court's judgment in favor of Ms. Page and raises three assignments of error for our review. For ease of analysis, this Court consolidates several of the assignments of error.

II.

ASSIGNMENT OF ERROR I

THE TRIAL COURT'S HOLDING IS AGAINST THE MANIFEST WEIGHT OF THE EVIDENCE.

[1] The complaint also named Melissa Nelson as a defendant. Because the trial court dismissed the claim against Ms. Nelson, only the claim against the Big Show is relevant for purposes of this appeal.

{¶7} In its first assignment of error, the Big Show argues that the trial court erred when it entered judgment in favor of Ms. Page and ordered the Big Show to refund her deposits. The Big Show argues that Ms. Page never alleged a violation of the CSPA or set forth evidence in support of the specific violation the trial court found. For the following reasons, this Court sustains the Big Show's argument.

{¶8} While the Ohio Rules of Civil Procedure are "relaxed" in small claims cases, *Stull v. Budget Interior*, 7th Dist. Belmont No. 02 BA 17, 2002-Ohio-5230, ¶ 11, the requirements of notice pleading still apply. *Thomas v. Thomas*, 9th Dist. Summit No. 27153, 2014-Ohio-1714, ¶ 6. "[A] plaintiff commencing an action in small-claims court must state the amount and nature of the plaintiff's claim * * * [so as] 'to give the defendant fair notice of the claim and * * * an opportunity to respond.'" *Crenshaw v. Michael J.'s Auto Sales*, 1st Dist. Hamilton No. C-200154, 2021-Ohio-1468, ¶ 21, quoting *Gurry v. C.P.*, 8th Dist. Cuyahoga No. 97815, 2012-Ohio-2640, ¶ 16. A court may not award judgment on the basis of a CSPA violation when the defendant was never put on notice of any claimed CSPA violation. *Crenshaw* at ¶ 22-24.

{¶9} Upon review of the complaint, it is evident that Ms. Page never alleged a CSPA claim against the Big Show. She alleged that the Big Show's representative convinced her to cancel her scheduled event as a result of the pandemic and that she "just want[ed] [her] money back." There was no language in the complaint that would have put the Big Show on notice that Ms. Page was claiming any violation under the CSPA. The CSPA was not referenced, there was no language regarding any unfair, deceptive, or unconscionable consumer-sales practices, and there was no request for treble damages. *See Crenshaw* at ¶ 23. *Compare Bumpus v. Ward*, 5th Dist. Knox No. 2012-CA-5, 2012-Ohio-4674, ¶ 18; *Bierlein v. Alex's Continental Inn, Inc.*, 16 Ohio App.3d 294, 295 (2d Dist.1984). Moreover, the CSPA was never discussed at trial. *See*

Crenshaw at ¶ 23. Ms. Page simply offered her testimony and copies of the email exchanges she had with the Big Show, and the Big Show argued that she was not entitled to relief because her deposits were nonrefundable.

{¶10} Because Ms. Page never alleged a CSPA violation, the trial court erred in finding a CSPA violation and entering judgment in favor of Ms. Page on that basis. *See id.* Accordingly, the trial court's judgment must be reversed, and the matter must be remanded for the trial court to determine in the first instance whether Ms. Page set forth sufficient evidence in support of her claim. *See Rubber City Arches Graham, L.L.C. v. Joe Sharma Properties, L.L.C.*, 9th Dist. Summit No. 26557, 2013-Ohio-1773, ¶ 8 (appellate court will not consider issues in the first instance). The Big Show's first assignment of error is sustained on that basis.

ASSIGNMENT OF ERROR II

> THE TRIAL COURT ERRED IN GRANTING EQUITABLE RELEIF (sic) IN SMALL CLAIMS COURT IN VIOLATION OF RC 1925.02.

ASSIGNMENT OF ERROR III

> THE TRIAL COURT ERRED IN SWITCHING THE BURDEN TO THE BIG SHOW LTD. TO PROVE ITS CASE.

{¶11} In its second assignment of error, the Big Show argues that the trial court erred when it granted Ms. Page a recission of her contract, as recission is an equitable remedy that is not available in small claims court. In its third assignment of error, the Big Show argues that the trial court erroneously placed the burden of proof upon the Big Show rather than Ms. Page. Based on our resolution of the Big Show's first assignment of error, its remaining assignments of error are moot, and we decline to address them. *See* App.R. 12(A)(1)(c).

III.

{¶12} The Big Show's first assignment of error is sustained. Its remaining assignments of error are moot. The judgment of the Avon Lake Municipal Court is reversed, and the cause is remanded for further proceedings consistent with the foregoing opinion.

Judgment reversed,
and cause remanded.

There were reasonable grounds for this appeal.

We order that a special mandate issue out of this Court, directing the Avon Lake Municipal Court, County of Lorain, State of Ohio, to carry this judgment into execution. A certified copy of this journal entry shall constitute the mandate, pursuant to App.R. 27.

Immediately upon the filing hereof, this document shall constitute the journal entry of judgment, and it shall be file stamped by the Clerk of the Court of Appeals at which time the period for review shall begin to run. App.R. 22(C). The Clerk of the Court of Appeals is instructed to mail a notice of entry of this judgment to the parties and to make a notation of the mailing in the docket, pursuant to App.R. 30.

No costs are taxed.

THOMAS A. TEODOSIO
FOR THE COURT

HENSAL, P. J.
CALLAHAN, J.
CONCUR.

APPEARANCES:

GIOVANNA V. BREMKE, Attorney at Law, for Appellant.

LANESHIA PAGE, pro se, Appellee.