

COURT OF APPEALS OF OHIO, ELEVENTH APPELLATE DISTRICT, LAKE COUNTY

McKinney v. LaMalfa Party Ctr.

2022-Ohio-4333 (Ohio Ct. App. 2022) · No. 2022-L-023 · Decided December 5, 2022

SUMMARY

The Ohio Eleventh District Court of Appeals affirmed a judgment awarding Brianna McKinney a \$5,000 refund from LaMalfa Party Center. The court held that LaMalfa materially breached the wedding-reception contract by unilaterally imposing COVID-19 restrictions that substantially altered the contracted-for event, notwithstanding the contract's no-refund provision. The court also held that McKinney's complaint provided sufficient notice of a breach-of-contract claim despite describing her theory as impossibility of performance.

CASE DETAILS

COURT	Court of Appeals of Ohio, Eleventh Appellate District, Lake County
WRITING FOR THE COURT	Cynthia Westcott Rice; Mary Jane Trapp; John J. Eklund
JURISDICTION	Ohio
DECIDED	December 5, 2022
DOCKET	2022-L-023
DISPOSITION	affirmed
PROCEDURAL POSTURE	LaMalfa Party Center appealed the Painesville Municipal Court's adoption of a magistrate's decision entering judgment for McKinney and awarding her \$5,000 plus interest.
STANDARD OF REVIEW	Adoption of a magistrate's decision is generally reviewed for abuse of discretion. Factual determinations must be supported by competent, credible evidence, while pure legal issues are reviewed independently.
PRECEDENTIAL VALUE	published
PARTIES	LaMalfa Party Center v. Brianna McKinney

TOPICS

- material breach
- breach of contract
- pleadings
- appellate procedure
- damages

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the magistrate's factual finding that McKinney did not wish to proceed under LaMalfa's COVID-19-related changes was supported by competent, credible evidence.
2. Whether McKinney's reference to impossibility of performance stated a legally cognizable claim and whether her complaint gave LaMalfa fair notice of a breach-of-contract claim.
3. Whether LaMalfa's unilateral COVID-19-related changes materially breached the wedding-reception contract.
4. Whether McKinney was entitled to recover the \$5,000 deposit despite the contract's provision that deposits were nonrefundable upon cancellation.

HOLDINGS

1. The magistrate's finding that McKinney did not wish to proceed with the reception under LaMalfa's restrictions was a reasonable inference from her testimony and was supported by competent, credible evidence.
2. Impossibility of performance is an affirmative defense to a breach-of-contract claim, not an independent cause of action for recovering damages; however, McKinney's complaint gave LaMalfa fair notice of the operative claim, and its failure to expressly label the claim as breach of contract did not bar recovery.
3. LaMalfa materially breached the wedding-reception contract by unilaterally imposing COVID-19 restrictions that substantially altered the contracted reception, including replacing the buffet and imposing restrictions affecting every guest, despite the contract's provision that its terms could not be changed after signing.
4. McKinney was entitled to recover \$5,000 because the refund restored her to the position she would have occupied had LaMalfa not breached; LaMalfa could not rely on the no-refund provision after materially altering and breaching the contract.

KEY QUOTATIONS

“impossibility of performance is not a cause of action.” (§ 16)

*“The doctrine is an affirmative defense to a breach-of-contract claim. * * * It cannot be used * * * as a means of recovering damages under a contract.”* (§ 16)

“a material breach occurs when a party violates a term essential to the purpose of the agreement.” (§ 23)

“With these unilateral changes, Ms. McKinney would have had a substantially different wedding reception than the one for which she contracted.” (§ 27)

FACTUAL BACKGROUND

McKinney contracted with LaMalfa for a wedding reception on October 31, 2020 and paid a \$5,500 deposit, including \$500 to reserve the date. During the COVID-19 pandemic, McKinney sought to postpone the

reception, but LaMalfa denied the request and unilaterally imposed restrictions including masks, social distancing, a guest-per-table limit, and replacement of the contracted buffet with a plated meal. The contract stated that its terms could not be changed after signing, and LaMalfa later cancelled the contract after McKinney failed to provide a final guest headcount; the trial court found that LaMalfa materially breached the contract and awarded McKinney \$5,000.

PROCEDURAL HISTORY

McKinney sued LaMalfa for return of a wedding-reception deposit. The case was transferred from the Mentor Municipal Court to the Painesville Municipal Court and from the small-claims division to the civil docket. After a magistrate conducted a trial and found that LaMalfa materially breached the contract by imposing COVID-19-related changes, the trial court adopted the decision and entered judgment for McKinney. The Eleventh District affirmed.

DISPOSITION

affirmed

CASES CITED

- Echols v. Echols, 2022-Ohio-1719, ¶ 23
- Degrant v. Degrant, 2020-Ohio-70, ¶ 24
- State v. Underwood, 2009-Ohio-2089, ¶ 30
- State v. Ferranto, 112 Ohio St. 667, 676-678 (1925)
- State v. Beechler, 2010-Ohio-1900, ¶¶ 62, 67
- Lehigh Gas-Ohio, L.L.C. v. Cincy Oil Queen City, L.L.C., 2016-Ohio-4611, ¶ 15
- McWreath v. Cortland Bank, 2012-Ohio-3013, ¶ 38
- Ogle v. Ohio Power Co., 180 Ohio App. 3d 44, 2008-Ohio-7042, ¶ 5
- Fancher v. Fancher, 8 Ohio App. 3d 79 (1st Dist. 1982)
- Illinois Controls, Inc. v. Langham, 70 Ohio St. 3d 512, 526 (1994)
- Troy Oaks Homes & Residential Club, Inc. v. Sokolowski, 2016-Ohio-8427, ¶ 50
- Ohio Educ. Ass'n v. Lopez, 2010-Ohio-5079, ¶ 12
- Tucker v. Young, 2006-Ohio-1126, ¶ 25
- Berk Ents., Inc. v. Polivka, 2013-Ohio-4961, ¶¶ 28-29
- Brakefire, Inc. v. Overbeck, 2007-Ohio-6464, ¶ 44
- Kumar v. USA Insulation, 2018-Ohio-5332, ¶ 24
- Buckley v. Ollila, 2000 WL 263739, *2 (Mar. 3, 2000)
- Schulke Radio Prods., Ltd. v. Midwestern Broadcasting Co., 6 Ohio St. 3d 436, 439 (1983)
- Banks v. Shark Auto Sales LLC, 2022-Ohio-3489, ¶ 7
- McDonagh v. Cortland Sav. & Banking Co., 2004-Ohio-1146, ¶ 38
- Alloush v. Physician Cardiovascular Venture, L.L.C., 2013-Ohio-2400, ¶ 32

- State v. Wilson, 2007-Ohio-2202, ¶ 40

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