STATE OF INDIANA )
) SS:
COUNTY OF ALLEN )

ALLEN SUPERIOR COURT

CAUSE NO. 02D02-2308-PL-331

STATE OF INDIANA,
Plaintiff,

vs.

TML BRIDAL, LLC d/b/a WENDY'S BRIDAL, ONH BRIDAL LLC d/b/a I DO BRIDAL, TESIA M. LAPP, an individual and on behalf of TML Bridal, LLC d/b/a WENDY'S BRIDAL and on Behalf of ONH Bridal, LLC d/b/a I DO BRIDAL,
Defendants.

**ORDER APPROVING AGREED PRELIMINARY INJUNCTION**

The Plaintiff, State of Indiana, by Attorney General Theodore E. Rokita and Deputy Attorneys General April T. Keaton and Tamara L. Weaver, and the Defendant, Tesia M. Lapp ("Lapp") (collectively "Parties"), pursuant to Indiana Trial Rule 65 advised the Court that the Parties have reached an agreement for the entry of a preliminary injunction against Defendant Lapp. The Court after having reviewed the Parties Agreed Preliminary Injunction (filed September 6, 2023) and being duly advised on the premises, hereby **APPROVES** the Agreed Preliminary Injunction as follows:

1. Defendant Lapp, her officers, agents, assigns, and employees of either TML Bridal, LLC, doing business as Wendy's Bridal or ONH Bridal,

LLC doing business as I Do Bridal will not sell, transfer, or otherwise dispose of the inventory, including but not limited to gowns, bridalwear, and other consumer goods, from the Wendy's Bridal store, formerly located at 507 E. Coliseum Blvd., Fort Wayne, Indiana 46805, the I Do Bridal store, formerly located at 7763 Coldwater Road, Fort Wayne, Indiana 46805, or otherwise in the possession or control of Defendant Lapp or any former Wendy's Bridal or I Do Bridal employees, until such time as this suit is ultimately adjudicated, or until further order from this Court, except for items identified in paragraph 3.

2. For items fully paid for by consumers or items dropped off by consumers for dry cleaning, preservation, or other services, the items should be released to the consumer, which will be accomplished through coordination of the Parties. Any items in this category not distributed to the consumer will be raised with the Court in further proceedings.

3. Defendant Lapp shall provide to the State no more than seven (7) days after the date of filing of the Agreed Preliminary Injunction any and all documentation associated with the consumer transactions for the identified consumers in the State's Amended Complaint for Damages, Injunction, and Civil Penalties ("Amended Complaint"). On September 1, 2023, Defendant Lapp provided certain documentation to the State in connection with this paragraph. If additional documentation is located, Defendant Lapp shall provide it to the State within five (5) days of its discovery.

4. Defendant Lapp shall provide to the State no more than fourteen (14) days after the date of filing of the Agreed Preliminary Injunction any and all documentation associated with any and all outstanding orders

including but not limited to items in the categories described in paragraph three (3) of this injunction, orders for items not delivered to consumers, and orders for items not delivered to the former I Do Bridal location at the time of closing of I Do Bridal.

5. Defendant Lapp shall provide to the State no less than five (5) days before the Case Management Conference scheduled in this matter any and all documentation associated with consumer transactions for gowns or bridalwear currently held by manufacturers or designers who engaged in business transactions with TML Bridal, LLC, doing business as Wendy's Bridal or ONH Bridal, LLC doing business as I Do Bridal.

6. Defendant Lapp, her officers, agents, assigns, and employees of either TML Bridal, LLC, doing business as Wendy's Bridal or ONH Bridal, LLC doing business as I Do Bridal will not destroy, remove, hide, transfer, distribute, or otherwise dispose of monies received by Defendant Lapp from any sale of inventory of TML Bridal LLC, doing business as Wendy's Bridal, and ONH Bridal, LLC doing business as I Do Bridal.

7. Defendant Lapp, her officers, agents, assigns, and employees of either TML Bridal, LLC, doing business as Wendy's Bridal or ONH Bridal, LLC doing business as I Do Bridal will not engage in sales which Defendant Lapp reasonably knows she cannot fulfill within the time period stated to the consumer.

8. Defendant Lapp, her officers, agents, assigns, and employees of either TML Bridal, LLC, doing business as Wendy's Bridal or ONH Bridal, LLC doing business as I Do Bridal will not liquidate, sell, transfer, or otherwise dispense of the property or assets of TML Bridal LLC, doing

business as Wendy's Bridal, and ONH Bridal, LLC doing business as I Do Bridal.

9. Defendant Lapp, her officers, agents, assigns, and employees of either TML Bridal, LLC, doing business as Wendy's Bridal or ONH Bridal, LLC doing business as I Do Bridal will not destroy, remove, hide, transfer, alter, tamper with, or otherwise dispose of records pertaining to consumer transactions, including but not limited to any and all orders, receipts, bills of sale, or other documents of transactions between Defendant Lapp, TML Bridal LLC, Wendy's Bridal, ONH Bridal, LLC, I Do Bridal, and consumers as well as orders, receipts, bills of sale, or other documents between Defendant Lapp and any other entity required or used by Defendant Lapp to complete consumer transactions.

10. TML Bridal LLC, doing business as Wendy's Bridal, has ceased operations.

11. ONH Bridal, LLC doing business as I Do Bridal, has ceased operations.

12. Defendant Lapp will not resume or start any business operations as TML Bridal LLC, Wendy's Bridal, ONH Bridal, LLC, I Do Bridal, or under any other name, until such time as this suit is ultimately adjudicated, or until further order from this Court.

13. Defendant Lapp and the State will work together to carry out the purpose of this Agreed Preliminary Injunction and will supply each other with any necessary information or documents to facilitate the accomplishment of that purpose.

14. Defendant Lapp and the State shall be permitted to request further orders from this Court or other such relief as necessary to carry out the purpose of this Agreed Preliminary Injunction.

15. Defendant Lapp and the State acknowledge that time is of the essence with respect to the resolution the issues involving the impacted consumers who ordered gowns and bridalwear in connection with this matter and agree to work diligently to carry out the terms of this Agreed Preliminary Injunction.

16. Nothing in this Agreed Preliminary Injunction should be interpreted as an admission of liability or resolution of the claims addressed in the State's Amended Complaint in this matter. Defendant Lapp and the State reserve all of their rights concerning such claims and defenses and agree that such issues will be resolved either through the lawsuit or a separate resolution.

IT IS THEREFORE ORDERED and ADJUDGED that the Agreed Preliminary Injunction between the State of Indiana and Defendant Tesia M. Lapp is APPROVED.

September 6, 2023

**JUDGE CRAIG J. BOBAY**