

STATE OF MICHIGAN
IN THE 30TH JUDICIAL CIRCUIT COURT FOR THE COUNTY OF INGHAM

THE PEOPLE OF THE STATE OF
MICHIGAN,

No. 26-80-CP

Petitioner,

HON. ROSEMARIE E. AQUILINA

v


ALICIA THOMPSON A/K/A ALICIA
KNIGHT D/B/A LATE TO THE LAKE,
LLC.,

Respondent.

RECEIVED
MAR 31 2026
30TH CIRCUIT COURT

Katherine J. Bennett (P75913)
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Corporate Oversight Division
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Alicia Thompson a/k/a Alicia Knight
In Pro Se



ASSURANCE OF VOLUNTARY COMPLIANCE

The People of the State of Michigan, through Dana Nessel, Attorney General of the State of Michigan (Petitioner) and Alicia Thompson a/k/a Alicia Knight (Respondent) hereby execute and agree to be bound by this Assurance of Voluntary Compliance and Discontinuance. This Assurance concerns the resolution of alleged violations of the Michigan Consumer Protection Act, MCL 445.901 *et seq.* (MCPA).

Based on the foregoing, the Parties agree as follows:

Definitions

1.1 “Assurance” means this Assurance of Voluntary Compliance and Discontinuance.

1.2 “Catering” means the provision or service of food or beverage for compensation.

1.3 “COD” means the Michigan Department of Attorney General, Corporate Oversight Division.

1.4 “Parties” means COD and Respondent, collectively.

1.5 “Respondent” refers to Alicia Thompson a/k/a Alicia Knight, whether doing business under her own name; Late to the Lake, LLC; any other assumed name; or acting through employees, contractors, or any other business entity.

1.6 All other terms shall have the meaning specifically defined in the MCPA.

Background

2.1 Respondent is a resident of Spring Lake, Michigan, who engages in catering and operates the catering business Late to the Lake, LLC.

2.2 After reviewing numerous consumer complaints that Respondent cancelled catering jobs just before scheduled events were to occur, failed to refund consumers owed a refund, and overcharged consumers, COD determined there is

probable cause to believe Respondent has engaged in methods, acts, or practices that are unlawful under Section 3 of the MCPA.

2.3 As a result, on October 17, 2025, COD sent Respondent a Notice of Intended Action, which detailed COD's concerns regarding Respondent's business practices.

2.4 Respondent is offering this Assurance to avoid the time and expense of litigating COD's concerns, without admitting any violation of the law.

2.5 In entering into this Assurance, the mutual objective of the Parties is to resolve, without litigation, Petitioner's potential claims under the MCPA for preliminary and permanent injunctive relief, as well as potential claims for payment of damages and reimbursement of Petitioner's costs and expenses related to Petitioner's enforcement action.

Jurisdiction

3.1 The Department of Attorney General (the Department) has jurisdiction over the subject matter of this Assurance pursuant to MCL 445.905 and 445.910. Respondent waives all objections and defenses she may have as to the jurisdiction of the Department with respect to Michigan-based matters covered by this Assurance. A catering event shall be regarded as Michigan-based if it was scheduled to take place within the State of Michigan, if it involved payment from a Michigan consumer, if any part of the planning or associated work was accomplished in the State of Michigan, or if the event involved a payment to or the involvement of Late to the Lake, LLC, or any other Michigan business entity operated by Respondent.

Parties Bound

4.1 This Assurance binds Respondent, whether acting through associates, owners, principals, officers, directors, employees, representatives, successors or assigns, or through any subsidiary, corporation, assumed name or business entity. Respondent is responsible for compliance with the terms of this Assurance, and must ensure that all of Respondent's employees, agents and representatives comply with the terms of this Assurance.

Implementation of Compliance Measures

5.1 Respondent represents she has ceased and desisted from engaging in any unfair or deceptive business practices in the State of Michigan. Respondent will comply with the MCPA going forward.

5.2 Respondent will not engage in catering in the State of Michigan for a period of five years beginning April 3, 2026. This means Respondent will not own or manage a catering business. However, Respondent may work as an employee of a properly licensed food establishment, as long as Respondent holds no ownership, managerial, or supervisory role.

5.3 To the extent Respondent has already contracted with consumers to provide catering for events occurring within the State of Michigan after the Effective Date of the Assurance, she will cancel such contracts within seven (7) days of the Effective Date and fully refund impacted consumers.

5.4 By August 31, 2026, Respondent will provide COD all business records requested and deemed relevant by COD, including but not limited to

correspondence with consumers and financial account records, for informal auditing purposes. COD will conduct an examination to ensure all refunds required by this Assurance were completed as promised. The audit will commence no sooner than September 1, 2026. COD will provide Respondent its demand for business records no later than August 1, 2026.

Financial Obligations

6.1 By July 1, 2026, Respondent will refund all consumers owed a refund as determined by COD. This includes, but is not limited to, any consumers impacted by a cancellation described in paragraph 5.3, as well as consumers that contact the Attorney General's Office by May 1, 2026, with proof that Respondent charged them more than the agreed upon amount, cancelled on them, promised them a full refund, or failed to provide all contracted-for goods or services or that the consumer cancelled at least 60 days before a scheduled catering event. This obligation applies to all of Respondent's catering events, whether scheduled before or after the Effective Date and regardless of which State the event was to take place within. COD's determination that a consumer is owed a refund under this Assurance will be final.

6.2 Respondent agrees to the following financial penalties based on the audit described in paragraph 5.4. In the event the audit shows Respondent failed to fully refund any consumer that she has previously represented to COD has been fully refunded, Respondent agrees to pay a 50% penalty on the total amount owed to that consumer at the time of the audit. In the event the audit shows Respondent

failed to refund any other consumer in full by July 1, 2026, Respondent agrees to pay a 10% penalty on the total amount owed to that consumer at the time of the audit. The financial penalties required by this section will be paid within 60 days of COD issuing a financial penalty demand to Respondent. Financial penalties paid pursuant to this paragraph will be retained by COD to compensate COD for its enforcement efforts.

6.3 For purposes of the financial penalties described in paragraph 6.2, Respondent represents that the following consumers have been fully refunded or have otherwise been compensated in full: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
and [REDACTED]

6.4 Respondent will pay \$2000 to COD for COD's effort to bring Respondent into compliance with the MCPA.

6.5 The payment required under paragraph 6.4 will be completed by July 1, 2026.

6.6 The payment required by paragraph 6.4 and any financial penalty assessed under paragraph 6.2 shall be paid by a check payable to the "State of Michigan." The payment shall be sent to Katherine J. Bennett, Assistant Attorney General, Corporate Oversight Division, P.O. Box 30736, Lansing, MI 48909.

6.7 All payments to consumers required by this Assurance shall be made directly to consumers. To the extent any consumer payment is returned to

Respondent because the recipient is no longer at the last-known address or is deceased, Respondent shall immediately notify COD in writing of the return of such consumer payments. It shall then be up to COD to identify an appropriate address and/or heir to receive the payment and notify Respondent of such information.

6.8 If Respondent is late in making any of the above payments, COD shall notify Respondent, via mail at [REDACTED] and via email at [REDACTED]. If Respondent fails to make the payment within 7 days of said notification, Respondent agrees to pay a \$50 late fee to Petitioner for additional efforts undertaken by the Petitioner to secure payment for a delay of up to twenty-one days. Should a payment be more than twenty-one days late, Respondent agrees to compensate Petitioner for all costs and attorney fees associated with Petitioner's efforts to secure payment.

Release

7.1 Upon the Effective Date, COD hereby releases and discharges Respondent from any and all civil or administrative or other claims, demands, rights, actions, causes of action, and liabilities arising out of, in connection with or in relation to any of the conduct, statements, business practices and other matters covered by this Assurance. Nothing herein shall be construed as a waiver or release of claims asserted or that may be asserted by individual consumers, or other divisions of the Attorney General's office, or other state or federal agencies.

General Provisions

8.1 If Respondent fails to comply with these measures, COD may either commence a formal investigation under the MCPA pursuant to MCL 445.907 or file a lawsuit pursuant to the MCPA.

8.2 This Assurance is binding upon, inures to the benefit of, and applies to the Parties and their successors-in-interest. This Assurance does not bind any Division of the Michigan Department of Attorney General other than COD, or other agencies, boards, commissions, or offices of the State of Michigan.

8.3 This Assurance does not create any private right or cause of action to any third party.

8.4 This Assurance does not constitute an approval by Petitioner of any of Respondent's business practices, and Respondent must not make any representation to the contrary.

8.5 No modification of this Assurance is valid unless in writing and signed by all Parties.

8.6 Within seven business days of the Effective Date of this Assurance, COD will file a copy of this Assurance with the Ingham County Circuit Court, as described in MCL 445.906(2).

8.7 Unless a temporary restraining order is sought, COD will make reasonable efforts to provide written notice if COD believes Respondent to be in noncompliance with any provision of this Assurance, setting forth the basis for such belief.

8.8 Except as expressly provided herein, nothing in this Assurance shall be construed as a waiver of any defenses, rights, or arguments available to Respondent in any other proceeding, forum, or jurisdiction. This Assurance is entered into solely for the purpose of resolving the matters addressed herein.

Signatories, Execution in Counterparts, and Electronic Signatures

9.1 Each undersigned individual represents and warrants that he or she is fully authorized by the Party he or she represents to enter this Assurance and to legally bind such Party to the terms and conditions of this Assurance.

9.2 This Assurance may be executed in counterparts, each of which is deemed an original hereof, but which together constitute one and the same instrument and agreement, and that facsimile or electronically transmitted signatures may be submitted in connection with this Assurance and are binding on that Party to the same extent as an original signature.

Effective Date

10.1 The effective date of this Assurance is the date upon which the COD representative signs this Assurance.

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The People of the State of Michigan

Katherine J. Bennett

Katherine J. Bennett (P75913)
Assistant Attorney General
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Lansing, MI 48909
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BennettK1@michigan.gov

Dated: March 30, 2026

Alicia Thompson a/k/a Alicia Knight
("Respondent")

Alicia Thompson

Alicia Thompson a/k/a Alicia Knight



Dated: March 28, 2026