

STATE OF SOUTH CAROLINA  
IN THE COURT OF COMMON PLEAS

CITY OF FOUNTAIN  
INN,  
Plaintiff,

vs.

GHAZI FARHAN, FRANK'S HOUSE OF  
PIZZA FOUNTAIN INN, LLC, THOMAS  
KACZOR, DOUGH MATTERS LLC,  
CHRISTOPHER M INGLE,

Defendants.

THIRTEENTH JUDICIAL CIRCUIT

COUNTY OF GREENVILLE

CIVIL ACTION NO: 2025-CP-23- 01571

**ORDER GRANTING PRELIMINARY  
INJUNCTION AND TEMPORARY  
RESTRAINING ORDER**

**RECEIVED**

**May 23 2025**

**SC Court of Appeals**

This matter comes before the Court pursuant to Plaintiff City of Fountain Inn's ("City") Motion for a Preliminary Injunction and Temporary Restraining Order, pursuant to Rule 65(b) of the South Carolina Rules of Civil Procedure ("SCRCP"). The Court held a hearing on Plaintiff's motion on March 31, 2025. Present and participating at the hearing were John Marshall Mosser, Esq. attorney for Plaintiff; Hunter W. Morris, Esq. attorney for Defendants Thomas Kaczor ("Kaczor") and Dough Matters LLC ("Dough"); and Defendant Kaczor. Based upon the affidavits of service and correspondence provided by Plaintiff, Defendants Ghazi Farhan ("Farhan"), Frank's House of Pizza Fountain Inn, LLC ("Frank's"), and Christopher M. Ingle ("Ingle") each received notice of the hearing but failed to appear. In addition to the arguments presented by counsel, the Court reviewed Plaintiffs' Verified Complaint with exhibits, Plaintiffs' Motion, and the argument presented at the hearing.

Based upon the pleadings, filings, arguments of counsel, and the authorities cited by the Parties, the Court **GRANTS** Plaintiff's Motion for Preliminary Injunction and Temporary Restraining Order.

**FINDINGS AND CONCLUSIONS**

The following outline of events is drawn from Plaintiffs' submitted materials, which were undisputed by Defendants.

1. On or about February 3, 2025, City mailed Farhan and Frank's a Notice of Final Assessment of Hospitality Tax ("Final Hospitality Assessment") in which City communicated that

the balance owed by Defendants Farhan and Frank's was \$202,457.35 ("2024 Hospitality Tax Balance").

2. On or about February 3, 2025, City mailed Farhan and Frank's a Notice of Final Assessment of Business License Tax ("Final License Assessment" and collectively with Final Hospitality Assessment, "Final Assessments") in which City communicated that the last year that Farhan and Frank's had paid its business license tax was 2023; Farhan and Frank's were operating Frank's House of Pizza ("FHOP") without a business license; and the balance owed by Defendants Farhan and Frank's for the 2024 business license was \$1,450.45 ("2024 License Tax Balance").

3. Defendant Farhan and Frank's collected from customers of FHOP a local hospitality tax pursuant to South Carolina Code §6-1-700, et seq. ("Hospitality Tax") but failed to remit such Hospitality Tax, to the City in violation of §18-5 of the Code of Ordinances City of Fountain Inn, South Carolina and South Carolina Code §6-1-770 for the years 2020, 2021, 2022, 2023, and 2024.

4. Defendant Farhan and Frank's failed to pay the business license tax and failed to obtain a Business License from City for the years 2021, 2022, 2023, and 2024 in violation of South Carolina Code §6-1-410 and §11-26 of the Code of Ordinances City of Fountain Inn, South Carolina.

5. Defendants Thomas Kaczor ("Kaczor") and Dough Matters LLC ("Dough") aver that they sought to acquire FHOP from Farhan and Frank's in December 2024.

6. Kaczor and Dough aver that they made an initial installment payment of \$65,000.00 to Farhan and Frank's in furtherance of the former's attempt to purchase FHOP and have or may claim some ownership in the assets of FHOP by virtue of such initial installment payment.

7. Kaczor and Dough aver that they purchased fixtures and equipment which is presently located in the premises in which FHOP operated, 610 N Woods Dr., Fountain Inn, SC 29644 and that Defendants Farhan, Frank's, or Ingle are wrongfully withholding such assets.

8. Kaczor and Dough operated FHOP from at least January 2025 to February 2025 without a business license from City in violation of SC Code §6-1-410 and §11-26 of the Code of Ordinances City of Fountain Inn, South Carolina.

9. Kaczor and Dough operated FHOP from at least January 2025 to February 2025 and collected Hospitality Tax but failed to remit such Hospitality Tax, to the City in violation of §18-5 of the Code of Ordinances City of Fountain Inn, South Carolina and South Carolina Code §6-1-770.

10. Kaczor and Dough aver that they received a copy of City's Final Assessments directed to Farhan and Frank's.

11. Defendant Christopher M Ingle ("Ingle") owns the real estate on which FHOP

operates and Ingle leases the real estate to Farhan and Frank's.

12. Ingle informed City that he had received a copy of, or was otherwise aware of, City's Final Assessments and the City's active enforcement actions against Farhan and Frank's, and Ingle may claim some ownership of the assets of FHOP.

13. The assets of FHOP ("Assets") in which Defendants Ingle, Kaczor, Dough, Farhan, and Frank's each may have or may claim some interest are the subject of a seizure by City to satisfy outstanding tax liability.

14. Absent a temporary restraining order and preliminary injunction from the court there is a risk that such Assets may be transferred or secreted by one or more of the Defendants.

15. If Assets are transferred or otherwise removed or disposed of, City will be irreparably harmed and unable to collect all or a portion of the business license taxes and local hospitality taxes which are due to City.

16. The status quo should be preserved during the pendency of this litigation.

17. City is likely to succeed on the merits of the litigation.

18. City does not have an adequate remedy at law, as any assets transferred, secreted, or dissipated are unlikely to be recovered.

19. A preliminary injunction should be issued, and the same should be issued without bond, pursuant to Rule 65(c), SCRPC.

20. Accordingly, this Court **GRANTS** the following relief:

a. Defendants Kaczor and Dough, are specifically enjoined and restrained from transferring any furniture, fixtures, equipment or other personalty used in the operation of FHOP or that otherwise are located or have ever been located at 610 N Woods Dr., Fountain Inn, SC 29644 from the period of 2020 to present; and any amounts collected by Kaczor and Dough as hospitality tax but not remitted to Plaintiff, during Kaczor and Dough's operation of FHOP.

b. Defendants Farhan, Frank's, and Ingle and their officers, employees, servants, agents, appointees, or successors, and anyone acting in conjunction with Defendants, are hereby **ENJOINED AND RESTRAINED** from transferring, alienating, or otherwise disposing of any assets to any party except as described herein during the pendency of this litigation.

c. Defendants Farhan, Frank's, and Ingle may make transfers of liquid assets to make payments to their current creditors, such as mortgagees and auto loans, in the minimum

amounts necessary to avoid default, but may not otherwise transfer any liquid or illiquid assets during the pendency of this litigation.

d. Defendants Farhan and Frank's, are specifically enjoined and restrained from transferring any amounts paid to them by Kaczor or Dough or any other party to acquire FHOP; or any furniture, fixtures, equipment or other personalty used in the operation of FHOP or that otherwise are located or have ever been located at 610 N Woods Dr., Fountain Inn, SC 29644 from the period of 2020 to present; or any real or personal property wherever located or however titled.

e. Defendant Ingle is specifically enjoined and restrained from transferring or otherwise alienating any amounts paid to Ingle by Farhan and Frank's in the form of rent or otherwise at any time from 2020 to present; from transferring or otherwise alienating any furniture, fixtures, equipment or other personalty used in the operation of FHOP or that are or have ever been located 610 N Woods Dr., Fountain Inn, SC 29644 from the period of 2020 to present; from allowing any third parties to use any of the foregoing property; and from leasing or subleasing any real or personal property that is or was leased to Farhan, Frank's, Kaczor, or Dough to any other party.

f. Plaintiff is authorized to publish this order to all banks or financial institutions ("Defendants' Financial Institutions") conducting business with Defendants Farhan, Frank's, or Ingle, and such Defendants' Financial Institutions shall be entitled to rely on the same.

### **CONCLUSION**

**WHEREFORE**, after considering all the materials presented by Plaintiff and arguments regarding the same, the Court concludes that it should exercise its discretion in favor of Plaintiff's requested relief, and, **THEREFORE**, it is **ORDERED**, **ADJUDGED**, and **DECREED**, that Plaintiffs' Motion for a Preliminary Injunction and Temporary Restraining Order be and hereby is **GRANTED**.

**AND IT IS SO ORDERED.**

---

Honorable Patrick C. Fant, III

Greenville, South Carolina  
April \_\_, 2025





Greenville Common Pleas

**Case Caption:** Fountain Inn City Of vs. Ghazi Farhan , defendant, et al

**Case Number:** 2025CP2301571

**Type:** Order/Other

So Ordered

Patrick C. Fant, III