

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST

Plaintiff,

v.

BOBBY DAPPERT

and

DAD'S HOME REPAIR
& EXCAVATION LLC,

Defendants.

Case No: 19 CV 003019

Judge: Chris M. Brown

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ATTORNEY GENERAL OF OHIO

DEC 02 2019

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE
CONSENT JUDGMENT AND
FINAL AGREED ORDER AND
ENTRY AGAINST DEFENDANTS
BOBBY DAPPER AND
DAD'S HOME REPAIR &
EXCAVATION LLC

This matter came to be heard upon a complaint by Plaintiff, State of Ohio ex rel. Attorney General Dave Yost (“Plaintiff”), charging Defendants Bobby Dappert and Dad’s Home Repair & Excavating LLC (“Defendants”) with violations of the Consumer Sales Practices Act (“CSPA”). Plaintiff and Defendants have agreed to settle and resolve the matters contained herein and all claims alleged against Defendants.

By signing this Consent Judgment and Final Agreed Order and Entry (“Consent Judgment”), Defendants submit to the personal jurisdiction of this Court and consent to the entry of this judgment. For purposes of settlement only, Defendants consent to the imposition of this Order, and to the rights of Plaintiff to enforce this Order.

FINDINGS OF FACT

1. The actions of Defendants, hereinafter described, have occurred in Franklin County and other counties in Ohio.
2. Defendant Dad's Home Repair & Excavation LLC ("Dad's Home Repair") is a limited liability company registered in the state of Ohio with a principal place of business in Logan County.
3. Defendant Bobby Dappert ("Dappert") is an adult Ohio resident who was and is an owner, employee, officer, or director of Dad's Home Repair.
4. Defendant Dappert directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices hereinafter stated.
5. Defendants solicited and sold home improvement goods and services at the residences of buyers.
6. Defendants do not have a retail business establishment having a fixed permanent location where the goods are exhibited or the services are offered for sale on a continuing basis.
7. Defendants engaged in the business of providing goods and services to consumers, including home repair, remodeling, and installation services, and failed to deliver some of those goods and services within eight weeks.
8. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services and have refused to refund consumers' deposits or payments.

9. Defendants represented to consumers that they would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised.
10. After receiving payment, Defendants would sometimes begin to provide contracted services, and then fail to complete the work.
11. When Defendants did provide home improvement services, they performed substandard, shoddy, and incomplete work.
12. Defendants' performance of contracted services in a substandard, shoddy, or incomplete manner has resulted in harm to consumers and required the consumers to pay additional money to have the Defendants' work corrected and/or to complete the work Defendants were supposed to do.
13. Defendants did not notify consumers of their cancellation rights nor did they provide consumers with a notice of cancellation.

CONCLUSIONS OF LAW

1. Jurisdiction over the subject matter of this action lies with this Court pursuant to the CSPA, R.C. 1345.04.
2. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3) in that many of the transactions complained of herein, and out of which this action arose, occurred in Franklin County, Ohio.
3. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting or soliciting consumer transactions for purposes that were

primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

4. Defendants engaged in “home solicitation sales” as sellers as that term is defined in R.C. 1345.21, as they made personal solicitations of their sales at the residences of buyers, within the meaning of R.C. 1345.21(A).
5. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A) and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered, making a full refund, advising the consumer of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar goods or services of equal or greater value as a good faith substitute.
6. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) by performing substandard work and then failing to correct such work.
7. Defendants engaged in unfair and deceptive acts and practices in violation of the Home Solicitation Sales Act, R.C. 1345.23 and R.C. 1345.02(A), by failing to give proper notices to consumers of their right to cancel their transactions by a specific date.
8. The acts or practices described in Conclusions of Law Paragraphs 4-6 have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

- A. Plaintiff's request for Declaratory Judgment is granted. It is therefore DECLARED that the acts and practices set forth above violate the CSPA in the manner set forth in the Findings of Fact and Conclusions of Law.
- B. Defendants Dappert and Dad's Home Repair, acting under their own name or any other name, and all persons acting on behalf of Defendants, directly or indirectly, through any corporate or private device, partnership or association, jointly and severally, are hereby PERMANENTLY ENJOINED from engaging in the acts or practices listed in Conclusions of Law Paragraphs 4, 5, and 6, and from further violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules.
- C. If Defendants miss a payment under the payment schedule set forth under Paragraph F, Defendants shall each be ENJOINED from acting as a "supplier" as that term is defined in R.C. 1345.01(C) by engaging in any consumer transactions in the State of Ohio until such a time as they have satisfied all monetary obligations due under this Final Judgment Entry and Order.
- D. Defendants are ORDERED to pay consumer restitution to the Ohio Attorney General in the total amount of Forty-Six Thousand Five Hundred Forty-Nine Dollars and Fifty-Four Cents (\$46,549.54) to be distributed by the Attorney General to the following consumers:
1. Annette Daniel - \$3,500
 2. Jerry Hawthorne - \$4,670.22
 3. Robert Katter - \$3,445.30
 4. Jeffrey McCall - \$2,300

5. Arlin Pearson - \$3,000
6. Andrea Vermillion - \$2,8334.02
7. Alan Walls - \$1,300

Defendant Dappert and Defendant Dad's Home Repair shall be jointly and severally liable for the consumer restitution under this paragraph.

- E. Defendants Dappert and Defendant Dad's Home Repair are ORDERED, jointly and severally, to pay civil penalties to the Ohio Attorney General in the total amount of Forty Thousand Dollars (\$40,000).
- F. The payments ordered under Paragraphs D and E shall be made to the Attorney General via certified check or money order payable to the "Ohio Attorney General" and delivered to:

**Finance Specialist
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215**

The payments shall be made via a payment schedule as follows: Defendants shall pay Two Thousand Dollars (\$2,000.00) every month for twenty-three (23) months, and a final payment of Five Hundred Forty-Nine Dollars and Fifty-Four Cents (\$549.54) for one (1) month. Payment shall be due the first day of each month, starting the month after this Consent Judgment is entered. Payment shall be allocated to consumer restitution before civil penalties. If all consumer restitution payments are timely made, then Thirty Thousand Dollars (\$30,000.00) of the Forty Thousand Dollar (\$40,000.00) civil penalty ordered in Paragraph E shall be suspended and Defendants shall make ten payments of

One Thousand Dollars (\$1,000.00) to the Ohio Attorney General beginning the first of each month following the restitution schedule set forth above.

- G. It is further ORDERED that if Defendants fail to make any payment due hereunder in accordance with the payment schedule herein, all remaining payments, including the full civil penalty amount of Forty Thousand Dollars (\$40,000), shall immediately become due and payable hereunder.
- H. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to the time it is due or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment including, but not limited to, the obligation created by the acceleration provision in Paragraph G of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment. Defendants are hereby notified that if they fail to make any payment due in accordance herein, the unpaid amount due under this Consent Judgment may be referred to the Ohio Attorney General's Collection Enforcement Section for collection. Should the unpaid amount be referred for collection, the Collections Enforcement Section will assess additional collection fees and interest against Defendants, pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.
- I. Defendants shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of their business operations.

- J. It is further ORDERED that Defendants' failure to comply with the terms of this Consent Judgment shall constitute a violation of an injunction of this Court, and Plaintiff may seek a civil penalty pursuant to R.C. 1345.07(A)(2) for such a violation.
- K. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Consent Judgment, Defendants shall be liable to the Ohio Attorney General, should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees and investigative costs.
- L. Defendants are ORDERED to pay all court costs associated with this matter.

IT IS SO ORDERED

DATE

JUDGE BROWN

Approved by:

DAVE YOST
Ohio Attorney General

/s/ Christopher Ramdeen
Christopher Ramdeen (0095623)
Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
614-995-1577 (telephone)
Christopher.Ramdeen@OhioAttorneyGeneral.gov
Counsel for Plaintiff State of Ohio

/s/ Bobby Dappert (see Exhibit A)
Bobby Dappert
5798 State Route 292 S
Zanesfield, OH 43360
Pro Se Defendant

/s/ Bobby Dappert, Owner (see Exhibit A)
Dad's Home Repair & Excavation LLC
5798 State Route 292 S
Zanesfield, OH 43360

To Clerk:
Please serve copies of this order to the following:

Bobby Dappert
5798 State Route 292 S
Zanesfield, OH 43360
Defendant

Dad's Home Repair & Excavation LLC
5798 State Route 292 S
Zanesfield, OH 43360
Defendant

Franklin County Court of Common Pleas

Date: 10-21-2019
Case Title: STATE OF OHIO EX REL ATTORNEY GENERAL -VS- BOBBY DAPPERT ET AL
Case Number: 19CV003019
Type: CONSENT JUDGMENT

It Is So Ordered.

A handwritten signature in black ink, appearing to read 'Ch. Brown', is written over a circular official seal. The seal contains the text 'JUDICIAL BRANCH' and 'FRANKLIN COUNTY, OHIO' around a central emblem.

/s/s Judge Christopher M. Brown