

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

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ATTORNEY GENERAL OF OHIO

APR 24 2024

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	CONSUMER PROTECTION SECTION
DAVE YOST)	PUBLIC INSPECTION FILE
)	Case No: 19 CV 003019
)	
)	Judge: Chris M. Brown
Plaintiff,)	
v.)	AGREED ORDER IN CONTEMPT
)	AGAINST DEFENDANTS
BOBBY DAPPERT <i>et al.</i> ,)	BOBBY DAPPERT AND
)	DAD'S HOME REPAIR &
Defendants.)	EXCAVATION LLC
)	

This matter first came to be heard upon a complaint filed by Plaintiff, State of Ohio ex rel. Ohio Attorney General ("Plaintiff") on April 11, 2019, charging Defendants Bobby Dappert and Dad's Home Repair & Excavation LLC ("Defendants") with violations of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, its Substantive Rules, 109:4-3-01 *et. seq.* and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *et. seq.* The parties resolved this suit through a Consent Judgment and Final Order and Entry filed on October 21, 2019 ("2019 Consent Judgment").

Plaintiff has since alleged that Defendants are in contempt of the 2019 Consent Judgment by failing to make its ordered payments to Plaintiff, acting as a supplier while in arrears of the payments, and committing further violations of the CSPA. Plaintiff and Defendants have agreed to settle and resolve the claims alleged against Defendants.

By signing this Agreed Order in Contempt ("Agreed Order"), Defendants submit to the personal jurisdiction of this Court and consent to the entry of this Agreed Order. For purposes of

settlement only, Defendants consent to the imposition of this Agreed Order, and to the rights of Plaintiff to enforce this Agreed Order. This Agreed Order does not operate to extinguish the 2019 Consent Judgment or the obligations of the Parties under the 2019 Consent Judgment, except as set forth below.

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 Ohio resident who was and is an owner, 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. On October 21, 2019, Plaintiff and Defendants filed a Consent Judgment resolving Plaintiff's claims against Defendants in its April 11, 2019 lawsuit.
6. The 2019 Consent Judgment stated the following agreed upon facts:
 - a. Defendants solicited and sold home improvement goods and services at the residences of buyers.
 - b. 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.

- c. 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.
 - d. 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.
 - e. 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.
 - f. After receiving payment, Defendants would sometimes begin to provide contracted services, and then fail to complete the work.
 - g. When Defendants did provide home improvement services, they performed substandard, shoddy, and incomplete work.
 - h. 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.
 - i. Defendants did not notify consumers of their cancellation rights, nor did they provide consumers with a notice of cancellation.
7. The 2019 Consent Judgment also ordered Defendants to pay \$46,549.54 in consumer restitution and a \$40,000 civil penalty, both paid in monthly installments, as well as to cease any further violations of the CSPA.

8. Under the terms of the 2019 Consent Judgment, \$30,000 of the \$40,000 civil penalty was suspended so long as Defendants complied with its orders.
9. Under the terms of the 2019 Consent Judgment, Defendants would be enjoined from acting as a supplier if they violated any of its orders, including failing to make monthly payments for consumer restitution and the civil penalty.
10. In March of 2020, Defendants ceased making payments under the Consent Judgment, leaving \$38,550.54 in consumer restitution and the \$10,000 civil penalty both unpaid.
11. On April 20, 2021, Plaintiff sent Defendants a courtesy notice regarding their failure to make payments, allowing them to pay the outstanding balance and bring the account current without reinstating the suspended penalty. Defendants did not respond to this notice or make additional payments.
12. On December 15, 2021, Plaintiff filed a Motion to Enforce Monetary Provisions of the 2019 Consent Judgment, wherein Plaintiff gave notice to the court that Defendants had failed to make their required payments.
13. On March 30, 2022, this Court granted Plaintiff's motion, holding that Defendants were in violation of the payment plan in the 2019 Consent Judgment and ordered Defendants to pay the full amount of the remaining restitution and the full civil penalty, including the previous suspended amount, for a total of \$78,550.54.
14. To date, Defendants have not made any payments to Plaintiff since the payment made on February 20, 2020.
15. Despite failing to make payments under the 2019 Consent Judgment, and failing to comply with this Court's March 30, 2022 Order, Defendants continued to solicit and sell home

improvement services, including home repair, remodeling, and installation services, to consumers at their homes.

16. Between 2020 and 2023, Defendants again engaged in all of the acts and practices described in Paragraph 6, including taking large deposits from consumers in exchange for home improvement goods and services, and failing to deliver some of the promised goods or services within the promised time frame, as well as performing substandard, shoddy or incomplete work that caused damage to consumers' properties.
17. One of the consumers Defendants contracted with during this time was Wayne Brantley, from whom Defendants accepted large advance payments to perform significant remodeling of the interior and exterior of his home. Defendants continually delayed delivery of the promised goods and services, in some cases never delivering the promised goods or services at all. Some of the work Defendants performed on this project was done in a substandard, shoddy or incomplete manner.
18. As of the date of this filing, the amount due by Defendant to Plaintiff under the terms of the 2019 Consent Judgment totals \$92,811.43, which includes restitution, civil penalty and the costs of collecting on the judgment.

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 “consumer transactions” by advertising, soliciting, and/or selling home improvement goods and services to “consumers” for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A), (C), and (D).
4. Defendants are “sellers,” as they engaged in “home solicitation sales” of “consumer goods or services,” specifically home improvement goods and services, at the residences of buyers, within the meaning of R.C. 1345.21(A), (C), and (E).
5. Defendants violated Paragraphs D, E and F of the 2019 Consent Judgment by failing to make their required payments.
6. Defendants violated this Court’s March 20, 2022 Order by failing to pay the \$78,550.54 due to Plaintiff under the Order.
7. Defendants engaged in unfair and deceptive acts and practices that violated the 2019 Consent Judgment and the CSPA, R.C. 1345.02(A), by continuing to solicit new consumer transactions as a supplier without satisfying the payment orders of the 2019 Consent Judgment or this Court’s March 20, 2022 Order.
8. Defendants engaged in unfair and deceptive acts and practices that violated the 2019 Consent Judgment and 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.

9. Defendants engaged in unfair and deceptive acts and practices that violated the 2019 Consent Judgment and the CSPA, R.C. 1345.02(A), by performing substandard, shoddy or incomplete work and then failing to correct such work.
10. Defendants engaged in unfair and deceptive acts and practices that violated 2019 Consent Judgment, the HSSA, R.C. 1345.23, and the CSPA, R.C. 1345.02(A), by failing to give proper notices to consumers of their right to cancel their transactions by a specific date.
11. The acts or practices described in Conclusions of Law Paragraphs 7-10 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

For the purposes of effecting this Agreed Entry and Order in Contempt, it is ORDERED, ADJUDGED, and DECREED that:

- A. Plaintiff's request to hold Defendants in contempt is GRANTED.
- B. It is 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.
- C. Defendants Dappert and Dad's Home Repair and Excavation LLC, acting under their own names or any other names, 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 7-10, and from further violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, and the HSSA, R.C. 1345.21 et seq.

- D. Defendants are ORDERED to purge themselves of contempt by paying \$92,811.43, including restitution in the amount of \$38,550.54, civil penalties in the amount of \$40,000.00, and collection costs in the amount of \$14,260.89 to Plaintiff. Complete payment under this Agreed Order shall constitute satisfaction of the monetary obligations of the 2019 Consent Judgment.
- E. Defendants are ORDERED, pursuant to R.C. 1345.07(B), to pay consumer restitution, in the amount of \$18,375.85 to the Plaintiff for distribution to Consumer Brantley. This consumer restitution payment is in addition to that owed under the 2019 Consent Judgment.
- F. Defendants are ORDERED to pay a civil penalty, pursuant to R.C. 1345.07(D), in the amount of \$5,000. This civil penalty payment is in addition to that owed under the 2019 Consent Judgment.
- G. Defendants are ORDERED, pursuant to R.C. 2705.05(A)(1), to pay a fine of \$250 to this Court.
- H. The payments ordered under Paragraphs D, E, and F shall be made to the Attorney General via certified check or money order payable to the "Ohio Attorney General's Office" and delivered to:

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

The payments totaling \$116,187.28 required under Paragraphs D, E, and F shall be made via the following payment schedule: Defendants shall pay \$1,000 upon execution of this Agreed Order, then \$1,000 by April 30, 2024, then \$2,500 by May 30, 2024, then \$5,000 by June 30, 2024. Defendant shall then pay \$2,500 per month starting July 2024 until the

balance is paid in full. The payments starting in July 2024 shall be due the last day of each month.

- I. Defendant Dappert and Defendant Dad's Home Repair and Excavation LLC shall be jointly and severally liable for the amounts due under Paragraphs D, E, F, G, and H.
- J. The payment provisions set forth in this Agreed Order, specifically Paragraphs D, E, F, G, and H shall supersede Paragraph C of the 2019 Consent Judgment. If Defendants miss a payment under the payment schedule set forth under Paragraph H, 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 Agreed Order of Contempt.
- K. It is hereby ORDERED that this Agreed Order does not resolve or preclude any investigation or enforcement action against Defendants for occurrences which are not the subject matter of this Consent Judgment, or which may transpire after the filing of this Agreed Order, under any authority granted to the Ohio Attorney General. This Agreed Order resolves only the issues brought forth in Plaintiff's Motion to Appear and Show Cause for Contempt and Request for a Hearing.
- L. 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 Agreed Order shall not be construed as a waiver of any of the obligations created by this Agreed Order. Defendants are hereby notified that if they fail to make any payment due in accordance herein, the unpaid amount due under this Agreed Order 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.

- M. 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.
- N. It is further ORDERED that for the time period that Defendants are required to make payments under this Agreed Order, Defendants shall provide quarterly reports electronically to Plaintiff. These reports shall list every consumer transaction Defendants conduct as a supplier, as that term is defined in R.C. 1345.01(C), for the prior three months including: (1) the contact information of the parties with whom Defendants conduct the transaction, (2) the total monetary amount of the transaction, and (3) the contract and any other documents detailing the agreement that is the basis of the transaction. The first report shall be provided on July 15, 2024 and then by the 15th of the month every three months.
- O. It is further ORDERED that if Defendants fail to make any payment due under Paragraph D, E, F, and G in accordance with the payment schedule in Paragraph H, all remaining payments shall immediately become due and payable hereunder.
- P. It is further ORDERED that Defendants' failure to comply with the terms of this Agreed Order 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.
- Q. 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 Agreed Order, 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, investigative costs and collection costs.

- R. It is ORDERED that Defendants' failure to comply with this Agreed Order shall constitute a second offense of contempt of this Court, and Defendant Dappert will be punished with up to a \$500 fine and up to 60 days in jail pursuant to R.C. 2705.05(A)(2), in addition to any remedies allowed under the CSPA and HSSA.
- S. 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)
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Franklin County Court of Common Pleas

Date: 04-22-2024
Case Title: STATE OF OHIO EX REL ATTORNEY GENERAL -VS- BOBBY DAPPERT ET AL
Case Number: 19CV003019
Type: AGREED ORDER

It Is So Ordered.

A handwritten signature in black ink, appearing to read 'Chris Brown', is written over a faint, circular official seal of the Franklin County Court of Common Pleas. The seal features a central emblem surrounded by text, though the details are not clearly legible.

/s/s Judge Christopher M. Brown

Court Disposition

Case Number: 19CV003019

Case Style: STATE OF OHIO EX REL ATTORNEY GENERAL -VS-
BOBBY DAPPERT ET AL

Motion Tie Off Information:

1. Motion CMS Document Id: 19CV0030192024-04-1299980000
Document Title: 04-12-2024-MOTION FOR CONTINUANCE -
DEFENDANT: BOBBY DAPPERT
Disposition: MOTION RELEASED TO CLEAR DOCKET