

IN THE CIRCUIT COURT OF CLAY COUNTY, MISSOURI
AT LIBERTY

FRANK COMER and
ROBIN COMER,

Plaintiffs,

v.

JS YOAKUM EXCAVATION AND
CONSTRUCTION, LLC

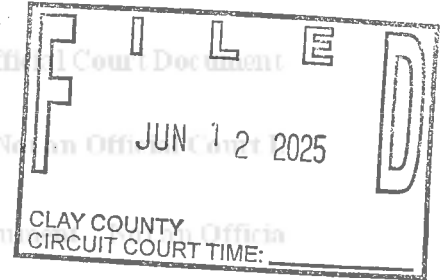
and

JESSE YOAKUM,

Defendants.

Case No. 25CY-CV04306

Division: II



JUDGMENT OF DEFAULT

ON THE 11th day of June 2025, this matter came before the Court for a hearing on Plaintiffs' *Motion for Entry of Default Judgment*. Plaintiffs, Frank Comer and Robin Comer, appeared in person and by their attorney, Nicky P.E. McNeil. Defendants, JS Yoakum Excavation and Construction, LLC and Jesse Yoakum, appeared in person, *pro se* / appeared not. NOW ON THIS 12th day of June 2025, the Court, having heard the evidence and arguments of counsel and having taken the matter under advisement, hereby enters the following findings, orders, and judgments:

FINDINGS:

1. Plaintiffs filed a *Petition for Damages* on or about March 28, 2025.
2. On April 15, 2025, Defendants were served with a copy of Plaintiffs' *Petition for Damages* and a summons issued by the Court, as evidenced by the *Returns of Service* on file with the Court.

3. The time allowed by law for Defendants to file an answer or other responsive pleading has expired, and Defendants have failed to file an answer or other responsive pleading to date; furthermore, Defendants have failed to appear in this action.

4. Accordingly, Defendants are in default.

5. Plaintiffs appeared before the Court and presented evidence in support of their claim for damages.

6. Plaintiffs, Frank Comer and Robin Comer, are individuals presently residing at 8910 N. Prospect Avenue, Kansas City, MO 64156 (hereinafter referred to as "the subject property").

7. Defendant, JS Yoakum Excavation and Construction, LLC, is a Missouri limited liability corporation that is registered with and authorized to do business in the State of Missouri, whose principal office address is 26221 S. State Route D, Cleveland, MO 64734.

8. Defendant, Jesse Yoakum, is an individual whose current residential address is unknown; however, his principal business address is 26221 S. State Route D, Cleveland, MO 64734.

9. At all times relevant hereto, Defendant, Jesse Yoakum, was the organizer of JS Yoakum Excavation and Construction, LLC.

10. At all times relevant hereto, Defendant, Jesse Yoakum, was aware of, and approved, all actions undertaken by JS Yoakum Excavation and Construction, LLC at the subject property.

11. Venue is proper pursuant to R.S.Mo. § 508.010.5(1) and § 508.010.5(2) in that this matter involves a tort, and the injury occurred in this county.

12. This Court has jurisdiction over this matter as it is a court of general jurisdiction.

13. On or about March 28, 2023, Plaintiffs and Defendants entered into a contract (hereinafter referred to as "the March 2023 Contract"); pursuant to the March 2023 Contract, Defendants were to install a 119-gallon pressure tank in the basement of the subject property in exchange for the sum of One Thousand Six Hundred Fifty and 00/100 Dollars (\$1,650.00).

14. On or about March 28, 2023, and subsequently on or about August 12, 2024, Defendants advertised to Plaintiffs that Defendants could complete the necessary work in the basement of the subject property.

15. Defendants breached and defaulted under the terms of the Contract as the work performed by Defendants is substandard in quality and was not performed in a workmanlike manner. Furthermore, the work performed by Defendants caused the original 119-gallon pressure tank (installed by Defendants) to burst, thereby flooding the basement of the subject property.

16. Plaintiffs were required to spend Two Thousand Eight Hundred Twenty-Nine and 68/100 Dollars (\$2,829.68) to correct the poor work performed by Defendants and to repair the damage sustained to Plaintiffs' property by the flood.

17. Subsequently, on or about August 12, 2024, Plaintiffs and Defendants entered into a second contract (hereinafter referred to as "the August 2024 Contract"); pursuant to the August 2024 Contract, Defendants were to install a larger pump in the basement of the subject property due to ongoing water pressure issues in exchange for the sum of Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00).

18. Defendants' representations to Plaintiffs concerning the repairs to be made in the basement of the subject property were false, made knowingly by Defendants, and constitute deception, fraud, false pretense, false promise, and misrepresentation as described at R.S.Mo. §

407.020; therefore, Defendants are in violation of R.S.Mo. § 407.020, which prohibits such practices.

19. When Defendants made their representations to Plaintiffs concerning the work to be performed, Plaintiffs were unaware that Defendants' representations were deceptive and false.

20. Defendants' initial representations to Plaintiffs that Defendants could promptly install a 119-gallon pressure tank in the basement of the subject property and Defendants' subsequent representations to Plaintiffs that Defendants could promptly install a larger pump in the basement of the subject property were material to Plaintiffs' decision to enter into the contracts with Defendants to perform the necessary work in the basement of Plaintiffs' property.

21. As a direct and proximate consequence of relying on Defendants' representations, Plaintiffs decided to hire Defendants to perform the necessary work in the basement of the subject property for the contracted price.

22. Had Plaintiffs known that Defendants' representations were false, Plaintiffs would not have hired Defendants to perform the necessary work in the basement of the subject property.

23. Defendants' use of deception, fraud, false pretense, false promise, misrepresentation, and unfair practice in entering into a contract with Plaintiffs, unbeknownst to Plaintiffs, materially affected Plaintiffs' decision to enter into a contract with Defendants for the completion of necessary work in the basement of the subject property.

24. Defendants made these representations to Plaintiffs intending that Plaintiffs would rely upon them in deciding to hire Defendants to perform the necessary work in the basement of the subject property.

25. Plaintiffs were ignorant of the falsity of these representations.

26. Plaintiffs relied on Defendants' representations in deciding to hire Defendants to perform the necessary work in the basement of the subject property for the contracted prices.

27. Plaintiffs had the right to rely on these representations.

28. In direct and proximate consequence of relying on these false representations, Plaintiffs hired Defendants, made payments to Defendants pursuant to the terms of the March 2023 Contract and the August 2024 Contract, and suffered damages.

29. If Plaintiffs had known that the representations made by Defendants were false, Plaintiffs would not have hired Defendants to perform the necessary work in the basement of the subject property.

30. Defendants' representation was material to Plaintiffs' decision to hire Defendants to perform the aforementioned repairs.

31. Plaintiffs relied on Defendants' representation and used ordinary care in so relying on Defendants' representation.

32. Had Plaintiffs known that Defendants' representations were false, Plaintiffs would not have paid Defendants the initial contract price of One Thousand Six Hundred Fifty and 00/100 Dollars (\$1,650.00), and Plaintiffs would not have paid Defendants the subsequent contract price of Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00).

33. Plaintiffs also incurred substantial costs in the amount of Two Thousand Eight Hundred Twenty-Nine and 68/100 Dollars (\$2,829.68) in hiring third parties to correct the poor work performed by Defendants and to repair the damage sustained to Plaintiffs' property by the flood.

34. Plaintiffs incurred legal fees, court costs, and other legal expenses in defending and prosecuting this action to enforce Plaintiffs' rights and to request relief as a result of Defendants' default and breach of contract.

35. As a direct and proximate result of Defendants' default and breach of contract, Plaintiffs have incurred substantial monetary damages including, but not limited to, the costs incurred in curing the many defects of the work performed by Defendants in hiring third parties to correct the poor work performed by Defendants and to repair the damage sustained to Plaintiffs' property by the flood.

36. Plaintiffs paid Defendants a total sum of Five Thousand Four Hundred and 00/100 Dollars (\$5,400.00) - the March 2023 contract price and the August 2024 contract price - and Defendants were enriched by the receipt of the contract prices from Plaintiffs.

37. Defendants' enrichment was at the expense of Plaintiffs'.

38. It would be unjust to allow Defendants to retain the benefit of the contract prices paid to Defendants by Plaintiffs, in the total sum of Five Thousand Four Hundred and 00/100 Dollars (\$5,400.00), as the work performed by Defendants is substandard in quality and was not performed in a workmanlike manner. Furthermore, the work performed by Defendants caused the original 119-gallon pressure tank (installed by Defendants) to burst, thereby flooding the basement of the subject property.

WHEREFORE, the Court finds that judgment by default should be entered in favor of Plaintiffs and against Defendants.

JUDGMENT:

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Count I of Plaintiffs' *Petition for Damages* for breach of contract is found to be in favor of Plaintiffs and

against Defendants; accordingly, judgment is hereby entered in favor of Plaintiffs and against Defendant;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Count II of Plaintiffs' *Petition for Damages* for unlawful merchandising practices is found to be in favor of Plaintiffs and against Defendants; accordingly, judgment is hereby entered in favor of Plaintiffs and against Defendant;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Count III of Plaintiffs' *Petition for Damages* for fraudulent misrepresentation is found to be in favor of Plaintiffs and against Defendants; accordingly, judgment is hereby entered in favor of Plaintiffs and against Defendant;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Count IV of Plaintiffs' *Petition for Damages* for unjust enrichment is found to be in favor of Plaintiffs and against Defendants; accordingly, judgment is hereby entered in favor of Plaintiffs and against Defendant;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that judgment is entered in favor of Plaintiffs and against Defendants, jointly and severally, in the total amount of Eight Thousand Four Hundred Thirty-Two and 12/100 Dollars (\$8,432.12);

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants are jointly and severally liable to Plaintiffs for the sum of Eight Thousand Four Hundred Thirty-Two and 12/100 Dollars (\$8,432.12), together with interest thereon at the legal rate from the date of this *Judgment* until paid. For the avoidance of doubt, "jointly and severally" means that Plaintiffs may recover the full amount of this judgment, plus accrued interest and costs, from one of the defendants or from both of the defendants until the *Judgment* is fully satisfied;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants shall pay the costs of this action; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that post-judgment interest shall accrue on the total judgment amount at the statutory rate from the date of this judgment until paid in full.

IT IS SO ORDERED.

6-12-25

Date

Honorable Judge