

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

GEORGE MCCORKELL,

Plaintiff,

v.

JESSE ALAN YOAKUM,  
D/B/A Jesse Yoakum Well Drilling

26221 S. State Route D  
Cleveland, MO 64734

and

J S YOAKUM EXCAVATION  
AND CONSTRUCTION, LLC,

Service upon:

Registered Agent

Marie Ann Yoakum

26221 S. State Route D  
Cleveland, MO 64734

and

JESSE YOAKUM, JR.,  
26221 S. State Route D  
Cleveland, MO 64734

Defendants.

**PETITION FOR DAMAGES**

Plaintiff George McCorkell ("Plaintiff"), by and through undersigned counsel, states and alleges the following as his Petition for Damages against Defendant J S Yoakum Excavation and Construction, LLC, Jesse Alan Yoakum, an individual doing business as Jesse Yoakum Well Drilling, and Defendant Jesse Yoakum, Jr., an individual (hereinafter collective "Defendants"):

**PARTIES**

1. Plaintiff is a citizen of the United States of America, presently residing in Newton County, Missouri.

2. Defendant J S Yoakum Excavation and Construction, LLC (“Yoakum Excavation”), is a limited liability company organized under the laws of the State of Missouri, with its principal place of business located in the State of Missouri.

3. Upon information and belief, Defendant Jesse Alan Yoakum, is an individual and resident of the State of Missouri, who does business under the name “Jesse Yoakum Well Drilling” which has its principal place of business located in the State of Missouri.

4. Upon information and belief, Defendant Jesse Yoakum, Jr., is an individual and resident of the State of Missouri.

5. At all times relevant to this action, Defendant Jesse Alan Yoakum was an agent of Jesse Yoakum Well Drilling.

6. At all times relevant to this action, Defendant Jesse Yoakum, Jr., was an agent of Defendant Yoakum Excavation.

7. At all times relevant to this action, Defendant Jesse Alan Yoakum was engaged in the business of drilling water and ground source wells in the State of Missouri and the State of Kansas.

8. At all times relevant to this action, Defendant Yoakum Excavation and Defendant Jesse Yoakum, Jr., were engaged in the business of excavation, construction, drilling, dirt work, and water well services in the State of Missouri and Kansas.

9. At all times relevant to this action, Defendants, jointly, engaged in the sale or advertisement of merchandise in trade or commerce relating to the drilling of water and ground source wells in the ordinary course of business.

## JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction under Article V, Section 14, of the Missouri Constitution, Section 478.070, R.S.Mo., and Sections 407.020 and 407.025, R.S.Mo., as Defendants Yoakum Excavation and Jesse Yoakum Well Drilling have their principal place of business in Cass County, Missouri, and their unlawful practices alleged herein originated from Cass County, Missouri.

11. This Court has personal jurisdiction over Defendants because Defendants are authorized by the Missouri Secretary of State to conduct business in Missouri and have their principal place of business in Cass County, Missouri.

12. Venue in this Circuit is proper pursuant to 407.025, R.S.Mo., as the unlawful practices alleged herein originated from Cass County, Missouri.

## GENERAL ALLEGATIONS COMMON TO ALL COUNTS

13. Plaintiff incorporates all previous paragraphs as if fully set forth herein.

14. In June, 2022, Plaintiff contacted Defendant Jesse Alan Yoakum regarding drilling a well at Plaintiff's property located at 22419 Farlin Road, Parker, Kansas, 66072 ("Plaintiff's Farm").

15. Defendant Jesse Alan Yoakum met with Plaintiff at Plaintiff's Farm on or about June 17, 2022.

16. Defendant Jesse Alan Yoakum represented to Plaintiff that he was knowledgeable and skilled at well drilling and that it was his primary business.

17. During this meeting, Defendant Jesse Alan Yoakum conducted a seismic electric water survey; for this service, Defendant Jesse Alan Yoakum charged Plaintiff \$2,500.00.

18. Following the survey, Defendant Jesse Alan Yoakum informed Plaintiff that there was “water everywhere.” As a result, Plaintiff informed Defendant Yoakum Excavation that he would like to have a well drilled.

19. On or about August 23, 2022, Defendant Jesse Alan Yoakum came to Plaintiff’s Farm to drill the well. For this service, Defendant Jesse Alan Yoakum charged Plaintiff \$14,555.00. After drilling down 205 feet, Defendant Jesse Alan Yoakum attached a pump, told Plaintiff that the water was salty and to let the water run for a week and that the “salt would clear up.”

20. Unbeknownst to Plaintiff at the time, Defendant Jesse Alan Yoakum drilled too deeply, which resulted in the salty, contaminated water.

21. After letting the water run for several weeks, Plaintiff observed that the water remained highly salty. Defendant Jesse Alan Yoakum then performed another sample of the water, and informed Plaintiff that a “small, under the kitchen sink,” filtration system would be needed. Defendant Jesse Alan Yoakum then provided contact information for a water filtration company, Pure Water Oasis, Inc.

22. When Plaintiff contacted Pure Water Oasis, Inc., they were informed by one of their Certified Water Specialists, that Defendant Jesse Alan Yoakum “drills too deep, resulting in contaminated water for the customer and then tells them it is a small easy fix under the sink,” that “he does this all the time” and that Pure Water Oasis, Inc., regularly “gets calls from upset customers finding out they have to spend a lot more money.”

23. Thus, in order for necessary filtration system to work, Plaintiff was informed by Defendant Jesse Alan Yoakum that Plaintiff would need to have concrete holding tanks installed.

For this work, Defendant Jesse Alan Yoakum recommended his son's company, J S Yoakum Excavation and Construction, LLC.

24. Then, on February 2, 2023, Plaintiff was contacted by Defendant Yoakum Excavation, by and through its agent Defendant Jesse Yoakum, Jr., regarding the excavation for the holding tanks. For this service, Defendants charged Plaintiff \$15,700.00, and Plaintiff paid a deposit in the amount of \$8,200.00.

25. That same day, Defendant Yoakum Excavation, by and through its agent Jesse Yoakum, Jr., excavated a large hole next to the site where the well was dug for the purpose of installing the holding tanks.

26. Defendant Jesse Yoakum, Jr., was acting within the scope of his employment with Defendant Yoakum Excavation, when conducting the excavation work on Plaintiff's property.

27. Plaintiff never received the holding tanks and, as a result, has a well that is not usable.

28. Plaintiff then contacted the company with whom Defendants contracted for the manufacture of the holding tanks that would be installed by Defendants on Plaintiff's Farm. Plaintiff was informed that, "[Defendants] had not paid their bills and that they were not letting them have any more credits," and that "it would be a six-month waiting period for any tanks ordered at that point.

29. Despite numerous attempts to contact Defendants, Plaintiff has not received any further communication from Defendants and Defendants have not made efforts to complete the work for which they were paid by Plaintiff.

**COUNT I**

**VIOLATION OF THE MISSOURI MERCHANDISING PRACTICES ACT  
CHAPTER 407, REVISED STATUTES OF MISSOURI  
(AGAINST DEFENDANT JESSE ALAN YOAKUM D/B/A JESSE YOAKUM WELL DRILLING)**

30. Plaintiff incorporates all previous paragraphs as if fully set forth herein.

31. At all times relevant, Plaintiff was an individual consumer.

32. The purchase of the well drilling and excavation was primarily for the personal, household, and family use of Plaintiff, and was not in connection with any business or commercial activity.

33. Defendant Jesse Alan Yoakum engaged in unlawful practices in connection with the sale of well drilling, to include, without limitation, representing that they were knowledgeable and skilled at well drilling; drilling too deep such that Plaintiff was left with a salty and contaminated well, and representing that all that was necessary to fix the contamination was an under the sink filtration system.

34. As a direct and proximate result of Defendant Jesse Alan Yoakum engaging in unlawful practices, Plaintiff has suffered an ascertainable loss of money and property to include, without limitation, the payments for services to Defendant Jesse Alan Yoakum for an unusable well.

35. Defendant Jesse Alan Yoakum's conduct was willful, wanton, and malicious, and showed complete indifference to, or conscious disregard for, the rights of others, including the rights of Plaintiff. Accordingly, Plaintiff reserves the right to amend this Petition and plead a claim for punitive damages in accordance with Section 510.261, R.S.Mo.

36. Plaintiff is entitled to recover from Defendant Jesse Alan Yoakum reasonable attorneys' fees and court costs.

WHEREFORE, Plaintiff prays that the Court enter judgment in Plaintiff's favor and against Defendant Jesse Alan Yoakum for such damages as are fair and reasonable, for pre-judgment and post-judgment interest, attorneys' fees, and for all other legal and equitable relief as the Court deems just and proper.

## **COUNT II**

### **BREACH OF CONTRACT (AGAINST DEFENDANT JESSE ALAN YOAKUM D/B/A JESSE YOAKUM WELL DRILLING)**

37. Plaintiff incorporates all previous paragraphs as if fully set forth herein.

38. A valid contract for well drilling services with Defendant Jesse Alan Yoakum existed, as Plaintiff engaged Defendant Jesse Alan Yoakum for his services, Defendant Jesse Alan Yoakum agreed to provide the services for Plaintiff, and the parties agreed upon payment terms for the services.

39. Plaintiff performed Plaintiff's obligations under the contract by providing payment for the services at the times requested by Defendant Jesse Alan Yoakum.

40. Defendant Jesse Alan Yoakum breached the contract by failing to perform the well drilling and excavation services to completion.

41. As a result of Defendant Jesse Alan Yoakum's breach, Plaintiff has suffered damages in that Plaintiff paid for well drilling and excavation services but does not have a usable well.

42. Defendant Jesse Alan Yoakum's conduct was willful, wanton, and malicious, and showed complete indifference to, or conscious disregard for, the rights of others, including the rights of Plaintiff. Accordingly, Plaintiff reserves the right to amend this Petition and plead a claim for punitive damages in accordance with Section 510.261, R.S.Mo.

WHEREFORE, Plaintiff prays that the Court enter judgment in Plaintiff's favor and against Defendant Jesse Alan Yoakum for such damages as are fair and reasonable, for pre-judgment and post-judgment interest, and for all other legal and equitable relief as the Court deems just and proper.

### **COUNT III**

#### **FRAUDULENT INDUCEMENT TO CONTRACT (AGAINST DEFENDANT JESSE ALAN YOAKUM D/B/A JESSE YOAKUM WELL DRILLING)**

43. Plaintiff incorporates all previous paragraphs as if fully set forth herein.

44. Prior to Plaintiff entering into the contract for well drilling services with Defendant Jesse Alan Yoakum, Defendant Jesse Alan Yoakum represented to Plaintiff that they could drill him a usable well.

45. These representations were material to Plaintiff's decision to contract with Defendant Jesse Alan Yoakum.

46. At the time of the representations, Defendant Jesse Alan Yoakum knew the representations were false, or recklessly disregarded their falsity, as they knew, or should have known, that Defendant Jesse Alan Yoakum regularly drilled too deeply resulting in contaminated water.

47. Plaintiff performed all the services required by the independent contractor contract with Defendant Jesse Alan Yoakum.

48. Defendants made these material representations with the intent for Plaintiff to rely upon the representations in entering into the contract for well drilling services.

49. At the time the material representations were made, Plaintiff did not have knowledge of their falsity.

50. Plaintiff actually relied upon the material representations of Defendant Jesse Alan Yoakum in Plaintiff's decision to enter into the contract for well drilling services with Defendant Jesse Alan Yoakum.

51. As a result of the reliance upon the material representations of Defendant Jesse Alan Yoakum, Plaintiff has suffered damages in that Plaintiff paid for well drilling services but does not have a usable well.

52. Defendant Jesse Alan Yoakum's conduct was willful, wanton, and malicious, and showed complete indifference to, or conscious disregard for, the rights of others, including the rights of Plaintiff. Accordingly, Plaintiff reserves the right to amend this Petition and plead a claim for punitive damages in accordance with Section 510.261, R.S.Mo.

WHEREFORE, Plaintiff prays that the Court enter judgment in Plaintiff's favor and against Defendant Jesse Alan Yoakum for such damages as are fair and reasonable, for pre-judgment and post-judgment interest, and for all other legal and equitable relief as the Court deems just and proper.

#### COUNT IV

#### **UNJUST ENRICHMENT (AGAINST DEFENDANT JESSE ALAN YOAKUM D/B/A JESSE YOAKUM WELL DRILLING)**

53. Plaintiff incorporates by reference all previous paragraphs as if fully set forth herein.

54. Plaintiff, through paying for well drilling services, has conferred a benefit upon Defendant Jesse Alan Yoakum.

55. Defendant Jesse Alan Yoakum has appreciated the benefit of payment for well drilling services from Plaintiff by accepting those payments.

56. Defendant Jesse Alan Yoakum accepted and retained the benefit under inequitable or unjust circumstances by taking the payments from Plaintiff and providing the well drilling services in a manner which resulted in an unusable well for Plaintiff.

57. As a result, Plaintiff has suffered damages in that Plaintiff paid for well drilling services but does not have a usable well.

58. Defendant Jesse Alan Yoakum's conduct was willful, wanton, and malicious, and showed complete indifference to, or conscious disregard for, the rights of others, including the rights of Plaintiff. Accordingly, Plaintiff reserves the right to amend this Petition and plead a claim for punitive damages in accordance with Section 510.261, R.S.Mo

WHEREFORE, Plaintiff prays that the Court enter judgment in Plaintiff's favor and against Defendant Jesse Alan Yoakum for such damages as are fair and reasonable, for pre-judgment and post-judgment interest, and for all other legal and equitable relief as the Court deems just and proper.

### COUNT V

#### **VIOLATION OF THE MISSOURI MERCHANDISING PRACTICES ACT CHAPTER 407, REVISED STATUTES OF MISSOURI (AGAINST DEFENDANTS J S YOAKUM EXCAVATION AND CONSTRUCTION LLC AND JESSE YOAKUM, JR.)**

1. Plaintiff incorporates all previous paragraphs as if fully set forth herein.

2. At all times relevant, Plaintiff was an individual consumer.

3. The purchase of the excavation services was primarily for the personal, household, and family use of Plaintiff, and was not in connection with any business or commercial activity.

4. Defendants Yoakum Excavation and Jesse Yoakum, Jr., engaged in unlawful practices in connection with the sale excavation services, to include, without limitation, representing that they could excavate and install the holding tanks necessary for the filtration

system needed to correct the contamination caused by Defendant Jesse Alan Yoakum and Jesse Yoakum Well Drilling drilling too deeply and then failing to do anything more than excavating a hole in the ground.

5. As a direct and proximate result of Defendants engaging in unlawful practices, Plaintiff has suffered an ascertainable loss of money and property to include, without limitation, the payments for services to Defendants Yoakum Excavation and Jesse Yoakum, Jr., for an excavation and installation of water holding tanks but only receiving a hole in the ground.

6. The conduct of Defendants Yoakum Excavation and Jesse Yoakum, Jr. was willful, wanton, and malicious, and showed complete indifference to, or conscious disregard for, the rights of others, including the rights of Plaintiff. Accordingly, Plaintiff reserves the right to amend this Petition and plead a claim for punitive damages in accordance with Section 510.261, R.S.Mo.

7. Plaintiff is entitled to recover from Defendants Yoakum Excavation and Jesse Yoakum, Jr., his reasonable attorneys' fees and court costs.

WHEREFORE, Plaintiff prays that the Court enter judgment in Plaintiff's favor and against Defendants Yoakum Excavation and Jesse Yoakum, Jr., for such damages as are fair and reasonable, for pre-judgment and post-judgment interest, attorneys' fees, and for all other legal and equitable relief as the Court deems just and proper.

## COUNT VI

### **BREACH OF CONTRACT**

#### **(AGAINST DEFENDANTS J S YOAKUM EXCAVATION AND CONSTRUCTION LLC AND JESSE YOAKUM, JR.)**

1. Plaintiff incorporates all previous paragraphs as if fully set forth herein.

2. A valid contract for excavation services with Defendants existed, as Plaintiff engaged Defendants Yoakum Excavation and Jesse Yoakum, Jr., for their excavation services,

Defendants Yoakum Excavation and Jesse Yoakum, Jr., agreed to provide the services for Plaintiff, and the parties agreed upon payment terms for the services.

3. Plaintiff performed Plaintiff's obligations under the contract by providing payment for the excavation services at the times requested by Defendants.

4. Defendants Yoakum Excavation and Jesse Yoakum, Jr., breached the contract by failing to perform the excavation services to completion.

5. As a result of the breach by Defendants Yoakum Excavation and Jesse Yoakum, Jr., Plaintiff has suffered damages in that Plaintiff paid for excavation services but does not have anything more than a hole in the ground.

6. The conduct of Defendants Yoakum Excavation and Jesse Yoakum, Jr., was willful, wanton, and malicious, and showed complete indifference to, or conscious disregard for, the rights of others, including the rights of Plaintiff. Accordingly, Plaintiff reserves the right to amend this Petition and plead a claim for punitive damages in accordance with Section 510.261, R.S.Mo.

WHEREFORE, Plaintiff prays that the Court enter judgment in Plaintiff's favor and against Defendants Yoakum Excavation and Jesse Yoakum, Jr., for such damages as are fair and reasonable, for pre-judgment and post-judgment interest, and for all other legal and equitable relief as the Court deems just and proper.

### COUNT VII

#### **FRAUDULENT INDUCEMENT TO CONTRACT**

#### **(AGAINST DEFENDANTS J S YOAKUM EXCAVATION AND CONSTRUCTION LLC AND JESSE YOAKUM, JR.)**

1. Plaintiff incorporates all previous paragraphs as if fully set forth herein.

2. Prior to Plaintiff entering into the contract for excavation services with Defendants Yoakum Excavation and Jesse Yoakum, Jr., Defendants represented to Plaintiff that they could perform the necessary excavation as well as install the necessary water holding tanks.

3. These representations were material to Plaintiff's decision to contract with Defendants Yoakum Excavation and Jesse Yoakum, Jr.,

4. At the time of the representations, Defendants Yoakum Excavation and Jesse Yoakum, Jr., knew the representations were false, or recklessly disregarded their falsity, as they knew, or should have known, that they could not order the holding tanks they were contracted to install for Plaintiff.

5. Plaintiff performed all the services required by the independent contractor contract with Defendants Yoakum Excavation and Jesse Yoakum, Jr.,

6. Defendants Yoakum Excavation and Jesse Yoakum, Jr., made these material representations with the intent for Plaintiff to rely upon the representations in entering into the contract for excavation services.

7. At the time the material representations were made, Plaintiff did not have knowledge of their falsity.

8. Plaintiff actually relied upon the material representations of Defendants Yoakum Excavation and Jesse Yoakum, Jr., in Plaintiff's decision to enter into the contract for excavation services with Defendants.

9. As a result of the reliance upon the material representations of Defendants Yoakum Excavation and Jesse Yoakum, Jr., Plaintiff has suffered damages in that Plaintiff paid for excavation services but does not have a usable well.

10. The conduct of Defendants Yoakum Excavation and Jesse Yoakum, Jr., was willful, wanton, and malicious, and showed complete indifference to, or conscious disregard for, the rights of others, including the rights of Plaintiff. Accordingly, Plaintiff reserves the right to amend this Petition and plead a claim for punitive damages in accordance with Section 510.261, R.S.Mo.

WHEREFORE, Plaintiff prays that the Court enter judgment in Plaintiff's favor and against Defendants Yoakum Excavation and Jesse Yoakum, Jr., for such damages as are fair and reasonable, for pre-judgment and post-judgment interest, and for all other legal and equitable relief as the Court deems just and proper.

#### **COUNT IV**

#### **UNJUST ENRICHMENT (AGAINST DEFENDANTS J S YOAKUM EXCAVATION AND CONSTRUCTION LLC AND JESSE YOAKUM, JR.)**

1. Plaintiff incorporates by reference all previous paragraphs as if fully set forth herein.

2. Plaintiff, through paying for excavation services, has conferred a benefit upon Defendants Yoakum Excavation and Jesse Yoakum, Jr.,.

3. Defendants Yoakum Excavation and Jesse Yoakum, Jr., have appreciated the benefit of payment for excavation services from Plaintiff by accepting those payments.

4. Defendants Yoakum Excavation and Jesse Yoakum, Jr., accepted and retained the benefit under inequitable or unjust circumstances by taking the payments from Plaintiff and not providing the excavation services to Plaintiff.

5. As a result, Plaintiff has suffered damages in that Plaintiff paid for excavation services and installation of water holding tanks but received nothing more than a hole in the ground.

6. The conduct of Defendants Yoakum Excavation and Jesse Yoakum, Jr., was willful, wanton, and malicious, and showed complete indifference to, or conscious disregard for, the rights of others, including the rights of Plaintiff. Accordingly, Plaintiff reserves the right to amend this Petition and plead a claim for punitive damages in accordance with Section 510.261, R.S.Mo.

WHEREFORE, Plaintiff prays that the Court enter judgment in Plaintiff's favor and against Defendants Yoakum Excavation and Jesse Yoakum, Jr., for such damages as are fair and reasonable, for pre-judgment and post-judgment interest, and for all other legal and equitable relief as the Court deems just and proper.

#### **DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial on all causes of action and claims with respect to which Plaintiff has a right to trial by jury.

Dated: March 10, 2025

Respectfully submitted,

CANUTESON LAW LLC

By: /s/ Michael J. Rahmberg

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