

as Exhibit A. Anyone is welcome to post on the site. *Id.* The site does not generate income. *Id.* As a former board member of the Garland Soccer Association, a 501-C3 nonprofit charitable organization, Defendant became familiar with Jevin, Inc.'s software and the issues the Garland Soccer Association had with obtaining timely registration fees and other payments from Jevin, Inc. and Daniel E. Ptak as early as June, 2013. *Id.* Through subsequent news articles and contact with parents and board members associated with other nonprofit charitable youth organizations that have used Jevin, Inc.'s software, Defendant was made aware of several other youth organizations that reported complaints with Jevin, Inc., including complaints of late or missing payments from Jevin, Inc. *Id.* Defendant joined with board members of leagues and parents across the country to collectively express their concerns with Jevin, Inc. and the inability to fund sports seasons for the children in various leagues due to missing or untimely payments from Jevin, Inc. and how to promote their interests and achieve justice for the parents, children, and leagues. *Id.* Any and all of Defendant's communications related to Mr. Ptak and Jevin, Inc. and their activities were made in an effort to jointly discuss and bring awareness to the complaints reported by other customers and charitable organizations concerning their experiences with Jevin, Inc. and Mr. Ptak out of concern for economic and community wellbeing, charitable organizations, children, and parents. *Id.* The statements were expressions of Defendant's opinions concerning the products and services offered by Jevin, Inc. and Mr. Ptak and their apparent negative affect on economic and community wellbeing. *Id.*

Plaintiffs are seeking to punish Defendant for exercising her rights protected by the First Amendment to the United States Constitution, made applicable to the states through the 14th Amendment to the United States Constitution, in the present suit. *See* Plaintiff's First Amended

Petition on file with the Court. The statements made the basis of Plaintiffs' claims against Defendant Heather Dobrott, as reflected in Plaintiff's First Amended Petition, are as follows:

1. "Jevin, which clearly seems to be a Ponzi in imminent collapse, has customers bailing in droves."
2. "It seems quite clear that Jevin is operating as a Ponzi... I advised those out money to do chargebacks as that has been a successful strategy for other groups that couldn't get their money."
3. "Dan Ptak runs Jevin out of his home in Allen, TX and as the law stands Jevin is likely uncollectable...Hopefully, more chargebacks will put an end to the Jevin scam for good."
4. "Jevin's Dan Ptak is one of the dirtiest businessmen I have come across...No one will use this dirty and dishonest company seeing the way he has repeatedly abused his customers."
5. "No one in their right mind will ever do business with Jevin again. Dan Ptak is such a low life creep that he pays weeks late and then sues his desperate customers."

See Plaintiff's First Amended Petition on file with the Court. Although Plaintiffs failed to incorporate the entirety of the above-mentioned statements in their First Amended Petition and Plaintiffs' allegations are restricted to claims arising from the statements alleged in such pleading, Defendant has attached and incorporated the entirety of the alleged statements in her Affidavit, attached hereto as Exhibit A, as the law requires the Court to consider the statements in the context in which they were made.

Plaintiffs have sued Defendant Heather Dobrott for defamation, libel, and slander, including purported allegations of libel per se, libel per quod, slander per se, and slander per quod (although Plaintiffs' specific claims are far from clear). *See* Plaintiff's First Amended Petition on file with the Court.

Defendant moves to have all of the causes of action made the basis of Plaintiffs' legal action against Defendant dismissed under the Texas Citizens Participation Act ("TCPA"), which is codified in Chapter 27 of the Texas Civil Practice and Remedies Code. Defendant was served with this lawsuit on March 22, 2017. Accordingly, Defendant has timely filed this motion within

60 days of service of the legal action, in accordance with Section 27.003 of the Texas Civil Practice and Remedies Code. Defendant would show all of Plaintiffs' claims are based on, related to, and/or in response to Defendant's exercise of her constitutionally protected legal right of free speech relating to matters of public concern, the right to associate, and/or the right to petition. Furthermore, Plaintiffs cannot meet their burden of establishing by clear and specific evidence a prima facie case for each and every element of their claims as required under the Texas Civil Practice and Remedies Code. As such, Plaintiffs' legal action against Defendant Heather Dobrott must be dismissed.

II. EVIDENCE

In support of this Motion, Defendant relies upon all of the pleadings on file, as well as the following evidence, which is incorporated by reference as if fully set forth herein:

Exhibit A Affidavit of Heather Dobrott

III. ARGUMENT AND AUTHORITIES

This suit is a thinly veiled attempt to stop speech on matters of public concern that is protected by the U.S. Constitution. In June 2011, Texas lawmakers enacted the Texas Citizens Participation Act (the "TCPA" or "Act"), codified in Chapter 27 of the Texas Civil Practice and Remedies Code, which provides for the early dismissal of precisely this type of legal action. *See* Tex. Civ. Prac. & Rem. Code § 27.001 et seq. This statute is known as an "anti-SLAPP" statute because it protects citizens from "Strategic Lawsuits Against Public Participation," a term referring to legal actions that are primarily brought for the purpose of silencing citizens who are exercising their First Amendment Freedoms. *See Deaver v. Desai*, 483 S.W.3d 668, 672 (Tex. App.—Houston [14th Dist.] 2015, no pet.). The TCPA attempts to protect the rights of these citizens by providing for the quick and inexpensive dismissal of meritless lawsuits. *Id.* The stated

purpose of Chapter 27 of the Texas Civil Practice and Remedies Code is to encourage and safeguard the constitutional rights of persons to petition, speak freely, associate freely, and otherwise participate in government to the maximum extent permitted by law and, at the same time, protect the rights of a person to file meritorious lawsuits for demonstrable injury. Tex. Civ. Prac. & Rem. Code § 27.002. Texas intended to effectuate this purpose by “ensuring that courts will dismiss SLAPP suits quickly and without the need for prolonged and costly proceedings.” *San Jacinto Title Servs. Of Corpus Christi, LLC v. Kingsley Properties*, 452 S.W.3d 343, 348-49 (Tex. App.—Corpus Christi 2013, pet. denied). Chapter 27 of the Texas Civil Practice and Remedies Code “shall be construed liberally to effectuate its purpose and intent fully.” Tex. Civ. Prac. & Rem. Code § 27.011.

If a legal action is based on, relates to, or is in response to a party’s exercise of the right of free speech, right to petition, or right of association, that party may file a motion to dismiss the legal action. Tex. Civ. Prac. & Rem. Code § 27.003(a). On the filing of the motion to dismiss, all discovery in the legal action is suspended until the court has ruled on the motion to dismiss. Tex. Civ. Prac. & Rem. Code § 27.003(c). A hearing on a motion under Section 27.003 must be set not later than the 60th day after the date of service of the motion. Tex. Civ. Prac. & Rem. Code § 27.004(a). The court must rule on a motion under Section 27.003 not later than the 30th day following the date of the hearing on the motion. Tex. Civ. Prac. & Rem. Code § 27.005(a).

The TCPA provides that “a court shall dismiss a legal action against the moving party if the moving party shows by a preponderance of the evidence that the plaintiff’s legal action is based on, related to, or in response to the defendant’s exercise of the right of free speech, the right to petition, or the right of association.” Tex. Civ. Prac. & Rem. Code § 27.005(b). In determining whether a legal action should be dismissed under this chapter, the court shall

consider the pleadings and supporting and opposing affidavits stating the facts on which the liability or defense is based. Tex. Civ. Prac. & Rem. Code § 27.006(a). The Act does not require a movant to present testimony or other evidence to satisfy his evidentiary burden. *In re Elliott*, 504 S.W.3d 455, 462 (Tex. App.—Austin 2016, no pet.). The court should not determine whether statements were defamatory or the truth or falsity of communications during its threshold determination of whether a movant for dismissal has met its preliminary preponderance of the evidence burden of showing the TCPA applies. *Kinney v. BCG Atty. Search, Inc.*, No. 03-12-00579-CV , 2014 Tex. App. LEXIS 3998, at *15-16 (Tex. App.—Austin Apr. 11, 2014). If the defendant meets its preliminary burden, the burden shifts to the plaintiff to establish by clear and specific evidence a prima facie case for each essential element of the claim in question to avoid dismissal. Tex. Civ. Prac. & Rem. Code § 27.005(c). If the plaintiff fails to meet its burden, the court must grant the motion to dismiss. Tex. Civ. Prac. & Rem. Code § 27.005(b). Even if the plaintiff does meet its burden of establishing each and every essential element of its claim, the court still must dismiss the legal action if the defendant establishes by a preponderance of the evidence each essential element of a valid defense to the plaintiff’s claim. Tex. Civ. Prac. & Rem. Code § 27.005(d). As such, the plaintiff is required to overcome a movant’s affirmative defenses to avoid dismissal. *Kinney v. BCG Atty. Search, Inc.*, No. 03-12-00579-CV , 2014 Tex. App. LEXIS 3998, at *15-16 (Tex. App.—Austin Apr. 11, 2014). Upon dismissal of the legal action, the court shall award the moving party “court costs, reasonable attorney's fees, and other expenses incurred in defending against the legal action as justice and equity may require” and “sanctions against the party who brought the legal action as the court determines sufficient to deter the party who brought the legal action from bringing similar actions described in this chapter.” Tex. Civ. Prac. & Rem. Code § 27.009(a)(1) & (2).

1. Plaintiffs' Legal Action Is Based on, Related to, or in Response to Defendant's Exercise of the Right of Free Speech, the Right of Association, and/or the Right to Petition

A court shall dismiss a legal action against the moving party if the moving party shows by a preponderance of the evidence that the plaintiff's legal action is based on, related to, or in response to the defendant's exercise of the right of free speech, the right to petition, or the right of association. Tex. Civ. Prac. & Rem. Code § 27.005(b). "Legal action" is defined as a lawsuit, cause of action, petition, complaint, cross-claim, or counterclaim or any other judicial pleading or filing that requests legal or equitable relief. Tex. Civ. Prac. & Rem. Code § 27.001(6). Plaintiffs' lawsuit as it relates to Defendant Heather Dobrott constitutes a "legal action" under the statute. *See* Plaintiff's First Amended Petition on file with the Court; Tex. Civ. Prac. & Rem. Code § 27.001(6). Further, all of Plaintiffs' claims against Defendant Heather Dobrott arise out of statements posted on her website as alleged in Plaintiff's First Amended Petition and are based on, related to, or in response to Defendant's exercise of the right of free speech, the right of association, and/or the right to petition. *See* Plaintiff's First Amended Petition; Exhibit A; Tex. Civ. Prac. & Rem. Code § 27.001. Again, the TCPA "shall be construed liberally to effectuate its purpose and intent." Tex. Civ. Prac. & Rem. Code § 27.011(b).

A. The Exercise of the Right of Free Speech

The "exercise of the right of free speech" is defined as a communication made in connection with a matter of public concern. Tex. Civ. Prac. & Rem. Code § 27.001(3). Notably, the legislature intentionally drafted the definition of "communication" to include "the making or submitting of a statement or document in any form or medium, including oral, visual, written, audiovisual, or electronic." Tex. Civ. Prac. & Rem. Code § 27.001(2). There is no requirement under the TCPA that the speech must be made in the form of public communication as long as it

is made in connection with an issue of public concern. *Lippincott v. Whisehunt*, 462 S.W.3d 507, 509 (Tex. 2015). “A matter of public concern” is defined as an issue related to any of the following:

- (A) health or safety;
- (B) environmental, economic, or community well-being;
- (C) the government;
- (D) a public official or public figure; or
- (E) a good, product, or service in the market place.

Tex. Civ. Prac. & Rem. Code § 27.001(7). Importantly, the Texas Supreme Court recently clarified,

The TCPA does not require that the statements specifically “mention” health, safety, environmental, or economic concerns, nor does it require more than a “tangential relationship” to the same; rather, TCPA applicability requires only that the defendant’s statements are “in connection with” “issue[s] related to” health, safety, environmental, economic, and other identified matters of public concern chosen by the Legislature.

ExxonMobil Pipeline Co. v. Coleman, No. 15-0407, 2017 Tex. LEXIS 215, at *11-12 (Tex. Feb. 24, 2017) (holding the filing of a financing statement qualified as free speech communications made in connection with an issue related to a good, product, or service in the marketplace as their filing provided notice to the public of an encumbrance on nonmovant’s mineral interests offered for sale in public marketplace and therefore related to a matter of public concern).

Defendant’s statements are protected free speech made in connection with a matter of public concern related to economic or community well-being or a good, product, or service in the market place. *See* Exhibit A; Plaintiff’s First Amended Petition; Tex. Civ. Prac. & Rem. Code § 27.001(7). Although “economic or community well-being” is not defined in the TCPA, courts have held statements relate to economic or community well-being in a variety of contexts similar to the case at hand. *See Watson v. Hardman*, 497 S.W.3d 601, 607 (Tex. App.—Dallas 2016, no pet.) (holding statements accusing plaintiffs of stealing publicly solicited charitable funds related

to community wellbeing); *Deaver v. Seasi*, 483 S.W.3d 668, 673 (Tex. App.—Houston [14th Dist.] 2015, no pet.) (holding statements that attorney should be criminally charged based on allegations of identity theft related to community wellbeing); *AOL, Inc. v. Malouf*, No. 05-13-01637-CV, 2015 Tex. App. LEXIS 3312, at *5 (Tex. App.—Dallas Apr. 2, 2015, no pet.) (mem. op.) (holding statement that a dentist was charged with defrauding taxpayers out of millions of dollars in a Medicaid scam was connected with matters of health or safety, government, and community well-being, as well as a service in the market place, and qualified as a matter of public concern); *Neyland v. Thompson*, No. 03-13-00643-CV, 2015 Tex. App. LEXIS 3337, at *5 (Tex. App.—Austin Apr. 7, 2015, no pet.) (mem. op.) (holding statements by homeowners association members about possible misconduct by the association’s property manager related to community wellbeing); *Lippincott v. Whisehunt*, 462 S.W.3d 507, 508-09 (Tex. 2015) (holding emails sent by movant administrator of hospital that summarized reports the movant claimed to have received and, in some instances, investigated about plaintiff certified registered nurse anesthetist who had contracted to provide services for the hospital were communications made in connection with a matter of public concern where reports alleged plaintiff falsely represented himself to be doctor, endangered patients for his own financial gain, and sexually harassed employees). *See also Hicks v. Grp. & Pension Adm’rs, Inc.*, 473 S.W.3d 518, 530 (Tex. App.—Corpus Christi 2015, no pet.) (holding emails sent to school district to convey that if nonmovant was awarded contract and selected as school district’s third-party administrator of self-funded health insurance plan, the insurance claims made by teachers of the school district would not be promptly and satisfactorily paid and expressing concern that the nonmovant was “difficult” to deal with in the past related to the health and economic well-being of the school district’s employees and also related to a service offered by the nonmovant in the market place such that

the TCPA applied). The statements made the basis of Plaintiffs' legal action against Defendant were clearly made in a connection with a matter of public concern in that they were in connection with an issue related to economic or community well-being. *See* Exhibit A.

Furthermore, Defendant's statements are protected as communications in connection with an issue related to a good, product, or service in the marketplace. *See* Exhibit A; *ExxonMobil Pipeline Co. v. Coleman*, No. 15-0407, 2017 Tex. LEXIS 215, at *11-12 (Tex. Feb. 24, 2017); *Better Bus. Bur. V. John Moore Servs.*, 441 S.W.3d 345, 353-54 (Tex. App.—Houston [1st Dist.] 2013, pet. denied) (ratings and reviews of area businesses posted on nonprofit's website for consumer use were matters of public concern); *Deaver v. Desai*, 483 S.W.3d 668, 672-73 (Tex. App.—Houston [14th Dist.] 2015, no pet.) (holding statements on website criticizing attorney's practices and ethics were matters of public concerns protected by right of free speech); *Avila v. Larrea*, 394 S.W.3d 646, 655 (Tex. App.—Dallas 2012, pet. denied) (holding communication about lawyer's handling of cases was matter of public concern); *Newspaper Holdings, Inc. v. Crazy Hotel Assisted Living, Ltd.*, 416 S.W.3d 71, 81 (Tex. App.—Houston [1st Dist.] 2013, pet. denied) (holding newspaper articles reporting investigation of assisted living facility involved matter of public concern). Importantly, "[u]nder section 27.001, a communication need only be 'in connection with a matter of public concern,' which includes issues 'related to a good, product, or service in the marketplace.'" *Kinney v. BCG Atty. Search, Inc.*, 2014 Tex. App. LEXIS 3998, *16-17, NO. 03-12-00579-CV (Tex. App.—Austin Apr. 11, 2014) (holding since the record showed the defendant's online statements related to the plaintiff's business operations and the plaintiff's claims were based on those statements, the defendant met his initial burden of showing by a preponderance of the evidence that his statements were made in connection with a

matter of public concern and that the legal action related to those statements so that the TCPA applied).

Defendant has met her burden of showing by a preponderance of the evidence that her statements were made in connection with a matter of public concern and that Plaintiffs' legal action is based on, relates to, or is in response to Defendant's exercise of free speech in making such statements. As such, the TCPA applies and mandates dismissal of Plaintiff's legal action against Defendant Heather Dobrott.

B. The Exercise of the Right of Association

Although Defendant has already met her burden of showing the TCPA applies as Plaintiffs' legal action is based on, relates to, or is in response to Defendant's exercise of free speech, Defendant would further show that Plaintiffs' legal action is also based on, relates to, or is in response to Defendant's exercise of the right of association. *See* Exhibit A. The "exercise of the right of association" means a communication between individuals who join together to collectively express, promote, pursue, or defend common interests. Tex. Civ. Prac. & Rem. Code § 27.001(2).

Defendant's statements made the basis of Plaintiffs' legal action were part of a collective expression among other parents and board members of leagues across the country regarding their concerns with Jevin, Inc. and the ability to fund sports seasons for the children in various leagues due to missing or untimely payments from Jevin, Inc. and how to achieve justice. *See* Exhibit A. Defendant's statements were made to and in response to other individuals with common interests, who were posting on her website and "liking" the statements on her website. *See* Exhibit A. A review of Defendant's statement posted on October 4, 2016 reflects her statement to "encourage every parent to initiate a chargeback with their credit card" in an effort to "put an

end to the Jevin scam for good” was “liked” by another individual, and was in reference to a previous post by another individual that posted on her website concerning interests helping children of a charitable league continue playing ball despite the lack of timely payments from Jevin, Inc. *See* Exhibit A. The communications at issue relate to the right of association and are protected as communications between individuals who joined together to collectively express, promote, pursue, or defend common interests on Defendant’s website. *See* Exhibit A; *Backes v. Misko*, 487 S.W.3d 7, 20-21 (Tex. App.—Dallas 2015, pet. denied) (social media discussions criticizing counter-plaintiff’s business practices in horse-breeding industry were communications protected by right of association). As such, the TCPA clearly applies and mandates dismissal of Plaintiff’s legal action against Defendant Heather Dobrott.

C. The Exercise of the Right to Petition

Although the pleadings and affidavits make clear the TCPA applies such that the burden is now on Plaintiffs to avoid dismissal, Defendant would further show Plaintiffs’ legal action is based on, related to, or is in response to Defendant’s exercise of the right to petition. Tex. Civ. Prac. & Rem. Code § 27.001(4). Section 27.001(4) provides that the "exercise of the right to petition" includes:

- (A) a communication in or pertaining to:
 - (i) a judicial proceeding;
 - (ii) an official proceeding, other than a judicial proceeding, to administer the law;
 - (iii) an executive or other proceeding before a department of the state or federal government or a subdivision of the state or federal government;
 - (iv) a legislative proceeding, including a proceeding of a legislative committee;
 - (v) a proceeding before an entity that requires by rule that public notice be given before proceedings of that entity;

- (vi) a proceeding in or before a managing board of an educational or eleemosynary institution supported directly or indirectly from public revenue;
- (vii) a proceeding of the governing body of any political subdivision of this state;
- (viii) a report of or debate and statements made in a proceeding described by Subparagraph (iii), (iv), (v), (vi), or (vii); or (ix) a public meeting dealing with a public purpose, including statements and discussions at the meeting or other matters of public concern occurring at the meeting;
- (B) a communication in connection with an issue under consideration or review by a legislative, executive, judicial, or other governmental body or in another governmental or official proceeding;
- (C) a communication that is reasonably likely to encourage consideration or review of an issue by a legislative, executive, judicial, or other governmental body or in another governmental or official proceeding;
- (D) a communication reasonably likely to enlist public participation in an effort to effect consideration of an issue by a legislative, executive, judicial, or other governmental body or in another governmental or official proceeding; and
- (E) any other communication that falls within the protection of the right to petition government under the Constitution of the United States or the constitution of this state.

Tex. Civ. Prac. & Rem. Code § 27.001(4).

Defendant would show the statements at issue are protected as communications in or pertaining to a report of a proceeding in or before a managing board of an educational or nonprofit institution supported directly or indirectly by public revenue; communications in connection with an issue under consideration or review by an executive body (including police departments); and/or as communications reasonably likely to enlist public participation in an attempt to effect consideration of an issue by a legislative, executive, judicial, or other governmental body. *See* Exhibit A; Tex. Civ. Prac. & Rem. Code § 27.001(4).

Defendant has gone beyond what is required and has shown by a preponderance of the evidence that all of Plaintiffs' claims against Defendant arise from statements posted on her website and are based on, related to, or in response to Defendant's exercise of the right of free

speech, the right of association, and the right to petition, although Defendant is only required to show Plaintiffs' legal action is based on, related to, or in response to Defendant's exercise of any one of these rights. As such, this is clearly a case in which the TCPA applies and warrants dismissal of Plaintiffs' legal action against Defendant.

2. Plaintiffs Cannot Meet Their Burden of Establishing by Clear and Specific Evidence a Prima Facie Case for Each Essential Element of Their Claims

As Defendant has established that this legal action is based on, relates to, or is in response to Defendant's exercise of the right of free speech, right to petition, or right of association, Plaintiffs' legal action must be dismissed unless Plaintiffs establish by clear and specific evidence a prima facie case for each and every essential element of their claims. Tex. Civ. Prac. & Rem. Code § 27.005(c). The Court must dismiss Plaintiffs' causes of action if Plaintiffs fail to provide clear and specific evidence of a prima facie case on any required element. *Id.* Plaintiffs cannot meet their burden with regard to any of their purported causes of action. Furthermore, even to the extent Plaintiffs are able to meet their burden, the Court must still dismiss the legal action if Defendant can establish a valid defense to the subject claim by a preponderance of the evidence. Tex. Civ. Prac. & Rem. Code § 27.005(d).

Although the specific causes of action alleged by Plaintiffs are unclear and the burden is on Plaintiffs, not Defendant, to establish by clear and specific evidence a prima facie case for each essential element of each of their purported causes of action, Defendant would show that to maintain a general defamation cause of action, which encompasses both libel and slander (for which there is clearly no basis), a plaintiff must at least prove that the defendant (1) published a false statement of fact to a third party, (2) that was defamatory concerning the plaintiff, (3) with the requisite degree of fault, and (4) damages. *In re Lipsky*, 460 S.W.3d 579, 593 (Tex. 2015). The status of the person allegedly defamed determines the requisite degree of fault. *Id.* A private

individual is required to prove negligence, whereas a public figure or public official must prove actual malice. *Id.* (citing *WFAA-TV, Inc. v. McLemore*, 978 S.W.2d 568, 571 (Tex. 1998)). The plaintiff must plead and prove damages, unless the defamatory statements are defamatory per se, in which case general damages may be presumed. *In re Lipsky*, 460 S.W.3d 579, 593 (Tex. 2015). However, Texas law does not presume any particular amount of damages beyond nominal damages. *Id.* Furthermore, “general damages may be presumed in defamation per se cases only when the speech is not public or the plaintiff proves actual malice.” *MacFarland v. Le-Vel Brands LLC*, No. 05-16-00672-CV, 2017 Tex. App. LEXIS 2569, at *49 – 50 (Tex. App.—Dallas March 23, 2017). The Constitution only allows jury to presume the existence of general damages in defamation per se cases where the speech is not public or the plaintiff proves actual malice. *Hancock v. Variyam*, 400 S.W.3d 59, 65-66 (Tex. 2012).¹ To show actual malice, a plaintiff must present evidence that the defendant published the statement knowing it was false or with reckless disregard for its truth. *See Cruz v. Van Sickle*, 452 S.W.3d 503, 516 (Tex. App.—Dallas 2014, pet. denied). Reckless disregard requires evidence that the defendant in fact entertained serious doubts as to the truth of his publication—evidence that the defendant actually had a high degree of awareness of the probable falsity of his statements. *MacFarland v. Le-Vel Brands LLC*, No. 05-16-00672-CV, 2017 Tex. App. LEXIS 2569 at *40 (Tex. App.—Dallas March 23, 2017) (citing *Bentley v. Bunton*, 94 S.W.3d 561, 591 (Tex. 2002)). A failure to investigate facts is not any evidence of actual malice. *Id.*

Importantly, “[o]nly statements alleging facts, rather than opinions, can properly be the subject of a defamation action.” *Young v. Krantz*, 434 S.W.3d 335, 343 (Tex. App.—Dallas 2014, no pet.). An expression of opinion is protected free speech. *Id.* Moreover, to be actionable,

¹ Furthermore, exemplary damages are not recoverable unless a plaintiff establishes and is awarded actual damages (more than nominal damages) and the plaintiff proves by clear and convincing evidence that the defendant published the defamatory statement with actual malice. *Hancock v. Variyam*, 400 S.W.3d 59, 66 (Tex. 2012).

a statement must assert an objectively verifiable fact. *Id.* A statement is classified as fact or opinion based upon the statement's verifiability and the entire context in which the statement was made. *Id.* (citing *Bentley v. Bunton*, 94 S.W.3d 561, 581 (Tex. 2002)). A loose and figurative term employed as hyperbole is an expression of opinion which is absolutely protective by the First Amendment of the United States Constitution and Section 8, article I of the Texas Constitution. *Falk & Mayfield LLP v. Molzan*, 974 S.W.2d 821, 824 (Tex. App.—Houston [14th Dist.] 1998, pet. denied) (holding accusation of "lawsuit abuse" was protected as an expression of opinion, pointing out that such an accusation is an individual judgment that rests solely in the eye of the beholder, and, while derogatory and disparaging, such an accusation does not in its common usage convey a verifiable fact, but is, by its nature, somewhat indefinite and ambiguous). The statements at issue were expressions of opinions and terms employed as hyperbole, as opposed to assertions of objectively verifiable fact, and were thus protected free speech and not actionable. *See* Exhibit A.

Furthermore, Plaintiffs cannot establish any of the alleged statements were false. As pointed out by the Houston court of appeals:

In the context of a defamation claim, a showing of falsity requires more than minor inaccuracies in the alleged defamatory statements. *See Turner v. KTRK Tel., Inc.*, 38 S.W.3d 103, 115 (Tex. 2000) (noting that substantial truth doctrine "precludes liability for a publication that correctly conveys a story's 'gist' or 'sting' although erring in the details"). A statement is substantially true if the alleged defamatory statement was no more damaging to plaintiff's reputation, in the mind of the average listener, than a truthful statement would have been. *McIlvain v. Jacobs*, 794 S.W.2d 14, 16 (Tex. 1990); *Langston v. Eagle Printing Co.*, 797 S.W.2d 66, 69-70 (Tex. App.—Waco 1990, no writ) (concluding that statement is substantially true even if it exaggerates plaintiff's misconduct, as long as average reader would not attach any more opprobrium to plaintiff's conduct merely because of exaggeration).

Newspaper Holdings, Inc. v. Crazy Hotel Assisted Living, Ltd., 416 S.W.3d 71, 83 (Tex. App.—Houston [1st Dist.] 2013, pet. denied). The test for substantial truth is not whether the statement

was literally true in every detail, but rather “whether the alleged defamatory statement was more damaging to the plaintiff’s reputation, in the mind of the average listener, than a truthful statement would have been.” *McIlvain v. Jacobs*, 794 S.W.2d 14, 16 (Tex. 1990); *see also Langston v. Eagle Printing Co.*, 797 S.W.2d 66, 69-70 (Tex. App.—Waco 1990, writ ref’d n.r.e.) (concluding statement is substantially true even if it greatly exaggerates plaintiff’s misconduct, as long as the average reader would not attach any more opprobrium to the plaintiff’s conduct merely because of the exaggeration). “Discrepancies as to details do not demonstrate material falsity for defamation purposes.” *KTRK TV, Inc. v. Robinson*, 409 S.W.3d 682, 691-92 (Tex. App.—Houston [1st Dist.] 2013, pet. denied) (citing *Dolcefino v. Turner*, 987 S.W.2d 100, 115 (Tex. App.—Houston [14th Dist.] 1998), *aff’d*, 38 S.W.3d 103 (Tex. 2000) (holding that showing that insurance fraud “scam” involved \$1.7 million, rather than \$6.5 million, did not demonstrate falsity of statement); *Rogers v. Dallas Morning News, Inc.*, 889 S.W.2d 467, 471-73 (Tex. App.—Dallas 1994, writ denied) (holding that misstatement that charity spent 10% of its donations on actual services, rather than 43%, was immaterial to gist of articles concerning misuse of charity funds); *Finklea v. Jacksonville Daily Progress*, 742 S.W.2d 512, 514-15 (Tex. App.—Tyler 1987, writ *dism’d w.o.j.*) (holding that misstatement that plaintiff had four drug convictions, rather than two, was substantially true); *Shihab v. Express-News Corp.*, 604 S.W.2d 204, 206-08 (Tex. Civ. App.—San Antonio 1980, writ ref’d n.r.e.) (holding that inaccurate designation of which of several news stories was fabricated was insignificant where the main charge was fabrication and one story was fabricated); *Downer v. Amalgamated Meatcutters & Butcher Workmen of N. Am.*, 550 S.W.2d 744, 747 (Tex. Civ. App.—Dallas 1977, writ ref’d n.r.e.) (holding that misstatement that plaintiff embezzled \$2,187.77, rather than \$840.73, was substantially true); *Fort Worth Press Co. v. Davis*, 96 S.W.2d 416, 419-20 (Tex. Civ. App.—Fort

Worth 1936, writ ref'd) (holding that article charging official with wasting \$80,000 of tax money rather than only \$17,500 was substantially true)). Here, not only will Plaintiffs fail to establish falsity in connection with any of their claims by clear and specific evidence, but the evidence shows by at least a preponderance of the evidence that the alleged defamatory statements were true or substantially true. *See* Exhibit A.

Significantly, a statement may be false, abusive, unpleasant, or objectionable to the plaintiff without being defamatory. *Rehak Creative Servs. Inc. v. Witt*, 404 S.W.3d 716, 728 (Tex. App.—Houston [14th Dist.] 2013, pet. denied) (citing *San Antonio Express News v. Draco*, 922 S.W.2d 242, 248 (Tex. App.—San Antonio 1996, no writ)). Defamation per se includes statements that unambiguously charge a crime and falsehoods that injure a person in his office, business, profession, or occupation. *KTRK TV, Inc. v. Robinson*, 409 S.W.3d 682, 690 (Tex. App.—Houston [1st Dist.] 2013, pet. denied). To be defamatory per se, the defamatory nature of the challenged statement must be available on its face without reference to extrinsic facts or innuendo. *Id.* at 691-92 (holding reports on the state's investigation into a charter school's mismanaged funds and statements concerning unaccounted for funds were not intrinsically defamatory and did not constitute clear and specific evidence of defamation per se as there was nothing in the complained-of statements that unambiguously charged director with a crime or constituted a falsehood that injured her in her profession). Further, for a statement to qualify as defamation per se in that it injures a person in his office, profession, or reputation, "the disparaging words must affect the plaintiff in some manner that is peculiarly harmful to the plaintiff's trade, business, or profession, and not merely upon the plaintiff's general characteristics." *In re Lipsky*, 460 S.W.3d 579, 596 (Tex. 2015).

[T]he inquiry is not whether a reputation is necessary for a profession. If that were true—because all professions require reputations of some sort—all statements defaming professionals would be defamatory per se. Rather, the proper inquiry is whether a defamatory statement accuses a professional of lacking a peculiar or unique skill that is necessary for the proper conduct of the profession.

Hancock v. Variyam, 400 S.W.3d 59, 66-67 (Tex. 2012) (holding allegations that a physician lacked veracity and dealt in half-truths did not ascribe the lack of a necessary skill that is peculiar or unique to the profession of being a physician and did not defame the physician per se such that Plaintiff was required to prove damages that were actually caused by the statements). None of Defendant's statements in the case at hand were defamatory per se such that Plaintiffs must prove damages that were actually caused by such statements, and Plaintiffs must specifically illustrate how Defendant's particular alleged statements actually caused each category of damages alleged. *In re Lipsky*, 460 S.W.3d 579, 592 (Tex. 2015). With regard to damages, "[b]are, baseless opinions do not create fact questions, and neither are they a sufficient substitute for the clear and specific evidence required to establish a prima facie case under the TPA." *Id.* "Opinions must be based on demonstrable facts and reasoned basis." *Id.* General averments of direct economic losses and lost profits does not satisfy the minimum requirements of the TCPA. *Id.* Plaintiffs cannot meet their burden with regard to any of their alleged damages. Plaintiffs have no evidence that the statements made by Defendant alone caused Plaintiffs any specific injury. Moreover, Plaintiffs cannot meet their burden of showing by clear and specific evidence that any allegedly defamatory per se statement was published with actual malice on the part of Defendant (and the evidence makes clear Defendant did not publish the subject statements with actual malice) such that general nominal damages may not be presumed. *See* Exhibit A. Plaintiffs cannot even meet their burden with regard to negligence.

Plaintiffs cannot meet their burden of proof with regard to each essential element of any of their causes of action against Defendant such that Plaintiffs' legal action against Defendant Heather Dobrott must be dismissed in its entirety. Furthermore, without waiving the foregoing and subject thereto, to the extent Plaintiffs are able to meet their burden, Defendant's motion must still be granted if Defendant establishes a valid defense by the preponderance of the evidence, and Defendant reserves the right to supplement the record with additional evidence in support of the same pending Plaintiffs' response to this motion.

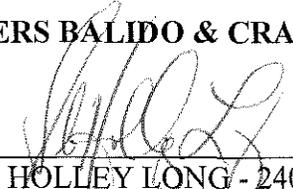
CONCLUSION

Plaintiffs' causes of action are based on, relate to, and are in response to, Defendant's exercise of the right of free speech, right to association, and right to petition. Plaintiffs cannot establish by clear and specific evidence and a prima facie case on each essential element of their causes of action against Defendant. Accordingly, Plaintiffs' lawsuit against Defendant Heather Dobrott must be dismissed under the TCPA in its entirety, and Defendant must be awarded attorneys' fees and costs and other expenses incurred in defending against the legal action as justice and equity may require.

WHEREFORE, PREMISES CONSIDERED, Defendant respectfully requests that the Court dismiss Plaintiff's legal action with prejudice and award Defendant court costs, reasonable attorney's fees, other expenses incurred in defending against this legal action as justice may require; sanctions against Plaintiff in a sufficient amount to deter Plaintiff from bringing similar actions in the future; and for such other and further relief to which Defendant may be justly entitled and will ever pray.

Respectfully submitted,

WALTERS BALIDO & CRAIN, L.L.P.

BY: 

SARAH HOLLEY LONG - 24036798

Meadow Park Tower, Suite 1500

10440 North Central Expressway

Dallas, Texas 75231

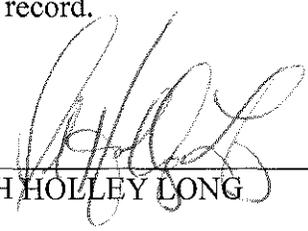
Telephone: 214-749-4805

Facsimile: 214-760-1670

Email: LongEDocsNotifications@wbelawfirm.com

CERTIFICATE OF SERVICE

This is to certify that on this the 14th day of May, 2017, a true and correct copy of the above document has been forwarded to all counsel of record.


SARAH HOLLEY LONG

EXHIBIT

A

organizations claiming to have experienced problems with late or missing payments from Jevin, Inc. and Daniel E. Ptak.

Prior to the June 24, 2016 post referenced in Plaintiff's First Amended Petition, multiple organizations had begun to come forward and news articles had been published regarding issues with Jevin, Inc. and Daniel E. Ptak – namely, issues receiving payments in a timely manner. For example, please refer to the articles attached hereto as Exhibit 1 and incorporated herein. The attached article from June 19, 2016, which is incorporated herein, reflects the Skyview Youth Football League used Jevin, Inc. to process registration fees and that parents had paid approximately \$45,000.00 in registration fees only to learn the football season may be in jeopardy as Jevin was not making funds available. The article quotes the league director stating, "We received an email halfway through our registration from another group saying that they had, that there were other people having similar problems." The attached article from June 21, 2016, which is incorporated herein, also reflects such claims and notes that while Jevin reportedly attributed the missing funds to error, the league had filed a complaint against Jevin, Inc. with the Smithfield Police Department. The article further provides the Smithfield Police Department confirmed that investigators would be looking into the allegations. An article posted September 27, 2016, attached and incorporated herein, provides that the Northeast Little League of St. Petersburg could not access the registration fees parents paid online using Jevin software and that Fox 13 contacted Jevin and learned that several parents, both locally and across the country, were charged twice during online registration. It also provides that after many parents contacted their banks about the charge, Jevin officials [sic?] said it triggered a fraud investigation with the merchant bank that handles Jevin's money. The attached and incorporated article from October 3, 2016 provides board members from the Northeast Little League claimed Jevin, Inc. was improperly withholding registration fees and had asked the St. Petersburg police to investigate. The article provides a St. Petersburg police spokeswoman confirmed that her agency received the complaint and referred the league to authorities in Texas. The article notes Jevin, Inc. was facing similar accusations from two other football leagues in Utah. The article provides that the Sky View director reported that Ptak initially wired fees intended for Sky View into the account of another football league in Ogden, Utah, and she learned that the Ogden league was also waiting for registration fees from Jevin, and parents eventually started filing refund requests to their credit card companies. The article notes that Ptak said the bank his company used to handle the transactions put a hold on Jevin's account activity, which froze the disbursements to the Northeast Little League. Ptak was quoted stating that "people submitted to their credit card company that they didn't get the goods or services that they paid for...and (the bank) is still holding funds." Ptak further stated, "Funds are being held by the merchant bank. If they don't give them to us, then we can't forward those on." The attached and incorporated article from October 23, 2016 provides that *The Tampa Bay Times* had identified at least 11 additional sports organizations around the country reporting similar experiences with Jevin in states from Utah and Colorado to Texas, Louisiana, and Maryland since its previous post. The article notes that representatives of the various leagues reported that Jevin collected registration fees on their behalf, then either delayed payment or failed to make payments at all. Some had turned to local law enforcement agencies. The article quotes representatives from multiple leagues across the country reporting issues their respective leagues had with receiving payments in a timely manner dating back several months before the time I made any of the statements made the basis of Plaintiffs' legal action against me as provided in Plaintiff's First Amended Petition.

Prior to the June 24, 2016 post, I had learned of ten organizations claiming late or missing funds from Jevin, Inc., and online searches reflected that Jevin, Inc.'s number of customers was decreasing. With regard to each of my statements made the basis of Plaintiffs' legal action, I was joined by board members of leagues across the country to collectively express and promote our concerns with Jevin, Inc. and the ability to fund sports seasons for the children in various leagues due to missing or untimely payments from Jevin, Inc. and how to achieve justice for the parents, children, and leagues. By the time of the August 9, 2016 post referenced in Plaintiff's First Amended Petition, I was contacted by a representative of a 12th league reporting late or missing funds from Jevin, Inc. By the time of my October 4, 2016 statement, incorrectly referenced as September 4, 2016 in Plaintiff's First Amended Petition, I had learned of 15 organizations that had reported late or missing funds from Jevin, Inc. I had learned of 17 organizations that had reported late or missing funds by the time of my October 21, 2016 post, incorrectly referenced as September 21, 2016 in Plaintiff's First Amended Petition. By the time of my March 13, 2017 statement referenced in Plaintiff's First Amended Petition, I had learned of 19 such organizations through either direct contact with league representatives and parents or news articles. The entirety of my statements referred to in Plaintiff's First Amended Petition are attached hereto as Exhibit 2 and incorporated herein.

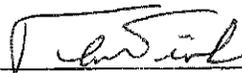
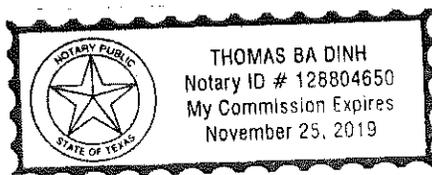
Any and all of my statements related to Mr. Ptak and Jevin, Inc. made the basis of Plaintiffs' legal action against me have been in accordance with my rights of free speech, the right to associate, and the right to petition out of concern for other parents, youth members, and charitable organizations based on my own experience and the experiences of other customers of Jevin, Inc. that have been reported to me directly or through the media. I posted the statements alleged in Plaintiff's First Amended Petition to express my opinions concerning the products and services offered by Jevin, Inc. and the negative impact I believe Jevin, Inc. and Mr. Ptak are having on economic and community wellbeing, charitable organizations, children, and parents and to bring awareness to the complaints reported by other customers and charitable organizations concerning their experiences with Jevin, Inc. and Mr. Ptak. My statements were made in the interest of protecting other charitable organizations, children, and parents, and my statements were made on a forum in which individuals could join and collectively express, promote, and defend their interests.

Further, affiant sayeth not.



Heather Dobrott

SWORN TO AND SUBSCRIBED before me on this the 18TH day of MAY, 2017.



Notary Public
State of Texas

Exhibit 1

Youth football league says company collected about \$45,000 in fees but won't give them the money

POSTED 6:59 PM, JUNE 19, 2016, BY FOX 13 NEWS, UPDATED AT 09:41PM, JUNE 19, 2016



This is an archived article and the information in the article may be outdated. Please look at the time stamp on the story to see when it was last updated.

Youth football league upset over missing registration fees



CACHE COUNTY, Utah – A group of young football players and their parents are upset after they paid about \$45,000 in registration fees only to learn their season may be in jeopardy.

The Skyview Youth Football League includes about 250 kids from northern Cache County.

The league uses an online service called Jevin to process registration fees, however the league says Jevin is not making those funds available. The money is meant to pay for equipment, uniforms and more.

"We checked the accounts, no money," said Jeff Young, a parent of a player in the league. "We followed up, no answers."

League Director Brianna Young said they are frustrated with the experience.

"I want Jevin to do the right thing," Brianna Young said. "I want our kids to get our money, and I want our kids to get a normal football season and not have to worry about this."

League officials are meeting with Smithfield Police on Monday, and the league says they are not the only group in Utah struggling to get satisfaction from Jevin.

"We received an email halfway through our registration from another group saying that they had, that there were other people having similar problems," Brianna Young said.

Jevin has not responded to FOX 13 News' requests for comment on the issue.

Members of the league have created a GoFundMe page to try and raise funds to help the children play this year.

http://news.hjnews.com/allaccess/sky-view-youth-football-league-accuses-software-firm-of-misplacing/article_4b239582-424e-5de2-9246-69d03c4354e6.html

Sky View Youth Football league accuses software firm of misplacing \$45K

By Javier Laboy staff reporter Jun 21, 2016

The Sky View Youth Football league is scrambling to raise money after they claim that a third-party software firm is denying them access to some of the league's funds, which total \$45,000.

Breanne Young, director of the youth football league, said the league had been using Jevin Sports Organization Management's online registration services for three years, but that this year the company's president told her only about a third of their \$45,000 is available for use due to company errors.

In previous years, Jevin collected registration payments from players' families on behalf of the league whenever they were due. Jevin would then distribute the funds to the league to cover expenses such as insurance costs and equipment purchases.

This year, players' parents paid registration fees to Jevin as usual, but once the league needed to access that money, they were met with silence from the company, Young said.

"We continued to ask for our funds without any response," Young said. "Our calls weren't getting answered, our emails weren't getting answered, nor our text messages."

Since the start of May, requests for the use of these funds were ignored and parents were later notified that the money was not available, according to Young.

{p dir="ltr"}After weeks of unanswered calls, league officials say they managed to contact the president of the website, Dan Ptak. According to Young, Ptak said that only \$14,000 of the sum total was available for use.

{p dir="ltr"}However, Ptak also reportedly stated that some of the Sky View Youth league's funds had been mistakenly transferred to the Ogden Valley league. The latter reportedly waited two months for Jevin to return \$7,000 of their registration fees, Young said. When Jevin finally did pay, Ogden Valley received \$14,000. Ogden Valley sent the extra \$7,000 to Sky View when asked, according to Young.

{p dir="ltr"}According to Young, this week marks the first of many in which equipment orders have to be made in preparation for the season.

{p dir="ltr"}"There's several things that come up, and we have to have funds to pay those just to function," Young said.

{p dir="ltr"}She also said that \$30,000 is the approximate minimum for the league to be able to cover essential costs such as insurance and vital equipment like helmets.

{p dir="ltr"}"The 45 (\$45,000) was to buy new jerseys, new pants, things like that; that was the extra," Young said. "I mean, we could cut out a lot of extra things, but the kids paid for those to make it a fun season."

{p dir="ltr"}However, despite the lack of funds, Young and the other parents have promised they would have the young athletes play in this coming season.

{p dir="ltr"}"We will do everything in our power to make sure our kids still have a season," Young said. "To me, not having a season is not an option, so I won't let that happen."

{p dir="ltr"}While Jevin reportedly attributed the missing funds to error, Young said the league has filed a complaint against the company with the Smithfield Police Department.

Smithfield Police Det. Brandon Muir confirmed that police met with the leaders of the youth league Monday, and investigators will be looking into the allegations. Muir said it is an active investigation so he could not provide additional details, but he did say that so far, police have not been able to reach a representative of Jevin.

Jevin did not return phone calls from Herald Journal reporters by deadline on Tuesday.

Herald Journal crimes and court reporter Amy Macavinta contributed to this article.

St. Pete little league waits to get \$40,000 paid by parents

Please install the latest Adobe Flash Player Plugin to watch this content.



By: [Crystal Clark, FOX 13 News](mailto:?body=http://www.fox13news.com/news/local-news/208236849-story) (<mailto:?body=http://www.fox13news.com/news/local-news/208236849-story>)  

POSTED: SEP 27 2016 11:08PM EDT
UPDATED: SEP 27 2016 11:15PM EDT

ST PETERSBURG (FOX 13) - A [local](#) little league is nearly \$40,000 in debt after an online company withheld their money.

Two weeks into the season, the Northeast Little League of St. Petersburg cannot access the registration fees parents paid online during the [summer](#).

[&utm_source=myfox-myfoxtampabay&utm_medium=referral&utm_content=thumbnails-g:MIDARTICLE - 1:\)](#)
[&utm_source=myfox-myfoxtampabay&utm_medium=referral&utm_content=thumbnails-g:MIDARTICLE - 1:\)](#)
[&utm_source=myfox-myfoxtampabay&utm_medium=referral&utm_content=thumbnails-g:MIDARTICLE - 1:\)](#)
Ad Content

(https://ruby.tophatter.com/auctions/home?source=affiliate&campaign=taboola&ad_group=taboolaRuby) (https://ruby.tophatter.com/auctions/home?source=affiliate&campaign=taboola&ad_group=taboolaRuby)



baseball," said David Vann, President of the Northeast Little League. "We have local people who have printed our shirts that we owe money."



The team also uses registration money to pay property taxes and maintenance at their field on 45th Avenue North. Beginning in July, parents were told to pay their registration fees through an online service called Jevin, which the team has used since 2012.

Each time a parent registers, the company is supposed to transfer the money into the league account.

FOX 13 contacted Jevin and learned several parents, both locally and across the country, were charged twice

during online registration.

After many of those parents contacted their banks about the charge, Jevin officials said it triggered a fraud investigation with Merchant Bank, who handles Jevin's money.

Jevin officials claim until the investigation ends, they cannot turn over funds.

"It's hard to explain to a 13-year-old who's told to do the right thing, always tell the truth, and yet, I have to tell him that his little league was just robbed, basically," said parent Kelly Ewert.

Related Stories

- [Bobcat runs past visitors at Circle B Bar Preserve \(/trending/254476704-story\)](#)
- [Bayflight lands on US 19 after multi-vehicle crash \(/news/local-news/254412020-story\)](#)
- [Gardeners, beware of this plant \(/health/254329380-story\)](#)
- [Five people shot during gathering in Avon Park \(/news/local-news/254533898-story\)](#)

Jevin officials could not give a time frame for when the money will be turned over to the teams. The Little League contacted St. Petersburg police, who have talked to Jevin officials. At this time, no crime has been committed, so no charges have been filed.

Jevin is also facing scrutiny from a youth football league in Utah, where about \$45,000 in registration fees have also been withheld due to the banking issue, according to local affiliate FOX 13 Now (<http://fox13now.com/2016/06/19/youth-football-league-says-company-collected-about-45000-in-fees-but-wont-give-them-the-money/>).

North  officials are concerned the money they have available will only support the team through
Thank  we launched a GoFundMe campaign (<https://www.gofundme.com/2r6vryc>) to raise money to
(<http://www.fox13news.com>)
help keep the season going.

 **82° (/weather) Q**

~~"All the uniforms have been distributed. We're playing baseball as if we have money, and we will continue to provide
season for the kids and the community," said Vann.~~

[Local News \(http://www.fox13news.com/news/local\)](http://www.fox13news.com/news/local) [FOX 13 Investigates \(http://www.fox13news.com/news/fox13-investigates\)](http://www.fox13news.com/news/fox13-investigates) [Politics \(http://w](http://www.fox13news.com/news/politics)

[utm_source=myfox-myfoxtampabay&utm_medium=referral&utm_content=thumbnails-a2:Below Article Thumbnails - 1:\)](#)
[utm_source=myfox-myfoxtampabay&utm_medium=referral&utm_content=thumbnails-a2:Below Article Thumbnails - 1:\)](#)
[utm_source=myfox-myfoxtampabay&utm_medium=referral&utm_content=thumbnails-a2:Below Article Thumbnails - 1:\)](#)
Advertiser Content

([https://www.homechef.com/skip-the-store?](https://www.homechef.com/skip-the-store?utm_source=taboola&utm_medium=cpc_clicks&utm_campaign=tab.30.1&voucher=TB30FREE&utm_content=Haltom+City%3A+This+Meal+Service+is+Cheaper+Than+Your+Local+Store&utm_term=myfox-myfoxtampabay)

[utm_source=taboola&utm_medium=cpc_clicks&utm_campaign=tab.30.1&voucher=TB30FREE&utm_content=Haltom+City%3A+This+Meal+Service+is+Cheaper+Than+Your+Local+Store&utm_term=myfox-myfoxtampabay](https://www.homechef.com/skip-the-store?utm_source=taboola&utm_medium=cpc_clicks&utm_campaign=tab.30.1&voucher=TB30FREE&utm_content=Haltom+City%3A+This+Meal+Service+is+Cheaper+Than+Your+Local+Store&utm_term=myfox-myfoxtampabay)
[http%3A%2F%2Fcdn.taboolasyndication.com%2Flibtrc%2Fstatic%2Fthumbnails%2F9478e09fee5e45ed1216b9ddcc24cc80.png&utm_term=myfox-myfoxtampabay](http://www.homechef.com/skip-the-store?utm_source=taboola&utm_medium=cpc_clicks&utm_campaign=tab.30.1&voucher=TB30FREE&utm_content=Haltom+City%3A+This+Meal+Service+is+Cheaper+Than+Your+Local+Store&utm_term=myfox-myfoxtampabay))

Haltom City: This Meal Service is Cheaper Than Your Local Store

Home Chef

([https://www.homechef.com/skip-the-store?](https://ruby.tophatter.com/auctions/home?source=affiliate&campaign=taboola&ad_group=taboolaRuby)

[utm_source=taboola&utm_medium=cpc_clicks&utm_campaign=tab.30.1&voucher=TB30FREE&utm_content=Haltom+City%3A+This+Meal+Service+is+Cheaper+Than+Your+Local+Store&utm_term=myfox-myfoxtampabay](https://ruby.tophatter.com/auctions/home?source=affiliate&campaign=taboola&ad_group=taboolaRuby)
[http%3A%2F%2Fcdn.taboolasyndication.com%2Flibtrc%2Fstatic%2Fthumbnails%2F9478e09fee5e45ed1216b9ddcc24cc80.png&utm_term=myfox-myfoxtampabay](http://ruby.tophatter.com/auctions/home?source=affiliate&campaign=taboola&ad_group=taboolaRuby))

(https://ruby.tophatter.com/auctions/home?source=affiliate&campaign=taboola&ad_group=taboolaRuby)

The Most Addicting Shopping Site For Women

Tophatter

([https://ruby.tophatter.com/auctions/home?source=affiliate&campaign=taboola&ad_group=taboolaRuby](http://track.mysnoring-solution.com/f7a91370-8015-0133-1605-3c764e052d94/Maskless?utm_source=taboola&utm_medium=myfox-myfoxtampabay&utm_content=http%3A%2F%2Fcdn.taboolasyndication.com%2Flibtrc%2Fstatic%2Fthumbnails%2Fd49216656db35e33d9c1379504aa1ffb.jpg&utm_term=A+Less%29))

http://track.mysnoring-solution.com/f7a91370-8015-0133-1605-3c764e052d94/Maskless?utm_source=taboola&utm_medium=myfox-myfoxtampabay&utm_content=http%3A%2F%2Fcdn.taboolasyndication.com%2Flibtrc%2Fstatic%2Fthumbnails%2Fd49216656db35e33d9c1379504aa1ffb.jpg&utm_term=A+Less%29)

A Stunningly Simple Solution to Snoring (and It's Mask-Less)

My Snoring Solution

([http://track.mysnoring-solution.com/f7a91370-8015-0133-1605-3c764e052d94/Maskless?utm_source=taboola&utm_medium=myfox-myfoxtampabay&utm_content=http%3A%2F%2Fcdn.taboolasyndication.com%2Flibtrc%2Fstatic%2Fthumbnails%2Fd49216656db35e33d9c1379504aa1ffb.jpg&utm_term=A+Less%29](http://ad.doubleclick.net/ddm/trackclk/N108408.1984505OUTBRAIN/B10718329.143023514;dc_trk_aid=315123069;dc_trk_cid=77345761;dc_lat=;dc_rdid=;tag_for_child_dir=https://mortgage.quickenloans.com/lending/home-refinance/?providerId=14278391&sourceId=lmb-45945-90613&moid=158627&pkey1=myfox-myfoxtampabay))

http://track.mysnoring-solution.com/f7a91370-8015-0133-1605-3c764e052d94/Maskless?utm_source=taboola&utm_medium=myfox-myfoxtampabay&utm_content=http%3A%2F%2Fcdn.taboolasyndication.com%2Flibtrc%2Fstatic%2Fthumbnails%2Fd49216656db35e33d9c1379504aa1ffb.jpg&utm_term=A+Less%29)

(https://ad.doubleclick.net/ddm/trackclk/N108408.1984505OUTBRAIN/B10718329.143023514;dc_trk_aid=315123069;dc_trk_cid=77345761;dc_lat=;dc_rdid=;tag_for_child_dir=https://mortgage.quickenloans.com/lending/home-refinance/?providerId=14278391&sourceId=lmb-45945-90613&moid=158627&pkey1=myfox-myfoxtampabay)

Quicken Loans Urges Homeowners To Switch To A 15 Year Fixed

Quicken Loans, NMLS#3030

([https://ad.doubleclick.net/ddm/trackclk/N108408.1984505OUTBRAIN/B10718329.143023514;dc_trk_aid=315123069;dc_trk_cid=77345761;dc_lat=;dc_rdid=;tag_for_child_dir=https://mortgage.quickenloans.com/lending/home-refinance/?providerId=14278391&sourceId=lmb-45945-90613&moid=158627&pkey1=myfox-myfoxtampabay](http://scribol.com/a/lifestyle/years-after-this-girl-posed-for-preschool-photo-fiance-gasped-at-picture/?utm_source=taboola&utm_medium=CPC&utm_campaign=Fiance_Gasped_Preschool_Photo_US_Desktop&utm_content=myfox-myfoxtampabay))

([http://scribol.com/a/lifestyle/years-after-this-girl-posed-for-preschool-photo-fiance-gasped-at-picture/?](http://scribol.com/a/lifestyle/years-after-this-girl-posed-for-preschool-photo-fiance-gasped-at-picture/?utm_source=taboola&utm_medium=CPC&utm_campaign=Fiance_Gasped_Preschool_Photo_US_Desktop&utm_content=myfox-myfoxtampabay)

[utm_source=taboola&utm_medium=CPC&utm_campaign=Fiance_Gasped_Preschool_Photo_US_Desktop&utm_content=myfox-myfoxtampabay](http://scribol.com/a/lifestyle/years-after-this-girl-posed-for-preschool-photo-fiance-gasped-at-picture/?utm_source=taboola&utm_medium=CPC&utm_campaign=Fiance_Gasped_Preschool_Photo_US_Desktop&utm_content=myfox-myfoxtampabay))

Tampa Bay Times



WINNER OF 12 PULITZER PRIZES

St. Petersburg Little League missing \$35,000 in dues, blames company that collected them

By LaVendrick Smith, Times Staff Writer

Monday, October 3, 2016 12:23pm

ST. PETERSBURG — For years, a youth baseball league has relied on a third-party company to help collect the fees families pay when registering their kids.

But board members from Northeast Little League noticed last week that the nearly \$35,000 they say was paid never showed up in its account. They claim the vendor is improperly withholding the money and asked St. Petersburg police to investigate.

The Texas company that collected those fees is facing similar accusations from two other youth football leagues in Utah, according to a police report from a city there.

Now, two weeks into its fall season, the Northeast Little League is dipping into reserves and raising money to replace the dues paid, which pays for everything from uniforms and equipment to renting ballfields.

"The fact that we've received no money, that is a problem for us," said David Vann*, president of the Northeast league.

The league has used Jevin, a sports management software company, since 2012. Jevin says it helps youth and adult sports leagues manage aspects of their operations, from setting rosters and schedules, to collecting and dispersing registration fees.

Dan Ptak, president of the company, said this week that the issues in Utah and St. Petersburg are related. He said parents of children in a youth football league in northern Utah made similar claims recently and began seeking refunds of their registration fees through their credit card companies.

While he said he couldn't discuss details of the dispute, Ptak said the bank his company uses to handle the transactions put a hold on Jevin's account activity. And that has frozen disbursements to the Northeast Little League.

"Basically people submitted to their credit card company that they didn't get the goods or services that they paid for," Ptak said. "And (the bank) is still holding funds."



Through Jevin, Northeast parents register their kids for baseball, and the company takes 8 percent of the registration fee after it is processed before sending the remaining money back to the league. Vann said the Northeast league's agreement is that Jevin place registration fees into the league's account within 48 hours after a child registers.

"It's supposed to come to us frequently," he said.

Yet after the registration period ended a few weeks ago, the league noticed it hadn't received any of the \$34,810.14 it said it was owed.

Registration fees account for 60 percent of the league's funding, Vann said, and without them, he fears the league will use up its reserves within a few months.

"The money has been basically taken from these parents," Vann said.

The league contacted the St. Petersburg Police Department and notified parents last week of the incident. Vann said the league has been told by St. Petersburg police that no crime happened in its jurisdiction, and because Jevin is based in Allen, Texas, it's up to the police department there to decide if there has been any wrongdoing.

St. Petersburg police spokeswoman Yolanda Fernandez confirmed that her agency received the complaint and referred the league to authorities in Texas.

A spokeswoman for the Allen Police Department in Texas, when asked Friday if her agency was investigating the Northeast league's complaints, said she couldn't find information on the issue.

The hold on the Jevin's account occurred when parents of players of the Sky View Youth Football League in Utah tried to recover registration payments this summer.

Brianne Young, Sky View's director, said Jevin didn't give her league its \$45,000 in registration fees until two weeks after her league contacted law enforcement in late June, and after parents went to their banks and credit card companies to get the fees back.

Ptak was adamant that his company distributed Sky View's money on time and said it has blown the situation out of proportion.

Young said Ptak initially wired fees intended for Sky View into the account of another football league in Ogden, Utah. She said she learned that the Ogden league also was waiting for registration fees from Jevin. Before parents started filing refund requests to their credit card companies, Ptak gave excuses for not providing the money, such as having to deal with a family emergency or traveling out of town, Young told police.

"Whoever else has been given this runaround needs to stand up against him, so he can't keep doing it to other people," Young said. "These are kids. This is their money. I have kids who play football who earned their (money) to register. He is, in essence, misusing that."

The Smithfield Police Department in northern Utah investigated Sky View's complaint about Jevin and Ptak. In a report obtained by the *Tampa Bay Times*, the investigating officer said Ptak offered similar excuses that league officials said he had given them.

In the report, the Smithfield officer said Ptak wanted assurance that the money he mistakenly gave to the other league in Utah was accounted for before distributing Sky View's fees. The investigating officer ultimately concluded that the dispute was civil in nature.

Young and Northeast league officials said they fear that Jevin is improperly distributing to one league the money collected from families in other leagues. Ptak denied that.

Ptak said he's not sure when his company's account will be unlocked and when the fees will be given to the Northeast Little League. He vowed Jevin is doing its best to resolve the situation.

"We're kind of caught in the middle of the issue with Northeast Little League," Ptak said. "Funds are being held by the merchant bank. If they don't give them to us, then we can't forward those on."

Brian McClintock, a spokesperson for Little League International, said cases like the Northeast league's don't come up often. The organization tries to caution local leagues to work with transparent companies. There isn't much the organization can do, however, when financial issues such as this arise.

"We do provide a lot of (educational) resources to them," McClintock said. "But ultimately, it is the responsibility of the local league when it comes to operations of this matter."

Meanwhile, Northeast Little League waits for its money.

On Tuesday, Vann stood in the outfield of one of the league's ballparks, coaching players on how to properly catch with their baseball mitts. He said he understands how the issue in Utah is affecting his league's wait for its money. It doesn't make the wait any less frustrating.

"That's really not a concern of ours," he said as he tossed a baseball to kids. "We paid our money, and we need our money back."

Times senior news researcher Caryn Baird contributed to this report. Contact LaVendrick Smith at lsmith@tampabay.com or (727) 893-8644. Follow @LaVendrickS.

*** Editor's note:** This story has been changed to reflect the correct last name of David Vann, president of the Northeast league.

St. Petersburg Little League missing \$35,000 in dues, blames company that collected them 10/03/16
Photo reprints | Article reprints

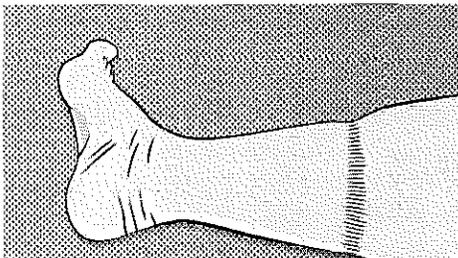
© 2017 Tampa Bay Times

264

264

 [Commenting Guidelines](#)  [Abuse Policy](#)

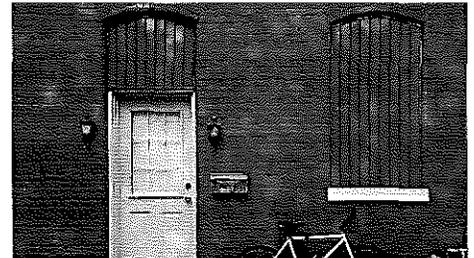
SPONSORED CONTENT



(4) Major Heart Attack Red Flags
SmartLifeNow



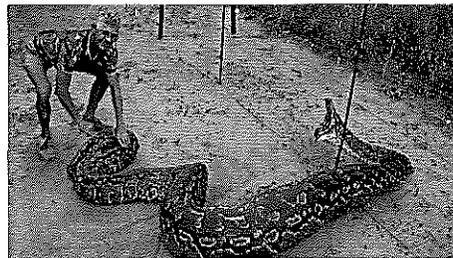
13 Images Kim Jong-Un Never Wanted The World To See
Trend Chaser



Only Work with the Top 5% of Realtors Near You
Homelight



10 Mega Pastors Not Practicing What They Preach
Trend Chaser



Python Eats A Crocodile Whole Then The Unexpected Happens
theProfessional.net



Tiger Woods' Ex-Wife Used To Be Stunning...But What She Looks Like Now Left Us Speechless
Ninjournalist

Recommended by

Tampa Bay Times

WINNER OF 12 PULITZER PRIZES

St. Petersburg Little League one of several nationwide missing money

By LaVendrick Smith, Times Staff Writer

Sunday, October 23, 2016 11:00am

ST. PETERSBURG — With each swing of the bat, the Northeast Little League has managed to keep organized youth baseball alive this fall in St. Petersburg.

But president David Vann said a shortage of cash is presenting challenges for the league. One of its ballparks doesn't even have lights in center field because the league can't afford to replace ones that have burned out.

"As we move into the fall, and the days get shorter, it's dangerous," Vann said. "It's just not safe for the older kids to be playing on fields where the lights aren't that good."

The cash shortage is because the Northeast Little League still hasn't received \$35,000 in registration fees from a company it hired to collect them before the season started in September, Vann said.

Since writing about the missing fees this month, the *Tampa Bay Times* has identified at least 11 other sports organizations around the country reporting similar experiences with Jevin, a Texas-based sports-management company used by Northeast.

"(It's) stealing from kids," said Randy Seifert, manager of one of the affected leagues. "That's the worst part."

Those leagues serve players of all ages in states from Utah and Colorado to Texas, Louisiana and Maryland. Representatives of each league say Jevin collected registration fees on their behalf, then either delayed payment or didn't give them their money at all.

Some have turned to local law enforcement agencies. Across the dozen leagues contacted by the *Times*, including Northeast, the delayed or missing payments add up to at least \$250,000.

Seifert, manager of the Centennial Youth Baseball-Softball Association in suburban Denver, said he first noticed in March that his youth baseball program hadn't received nearly \$80,000 he said Jevin owed it.

Registration for its spring season started in December, and he said the league didn't receive any payments until mid May, when the company gave it half of what it was owed. The other half finally arrived in late June, he said.

"The fact that this is not my money and I'm responsible for it, that scared the hell out of me," Seifert said.

Seifert said the situation caused the league to delay buying uniforms and equipment, and put it in danger of cutting its season short.

In New Orleans, an adult soccer league did have to shorten its season when it didn't receive \$31,000 in registration fees its president said was owed to it in late January.

Graham Bosworth, president of the Southeastern Louisiana Adult Soccer Association, said he first sought Jevin out as a way to simplify registration for his soccer league.

"They had said they could modernize our registration," Bosworth said, "allow us to pay through their portal, so that we wouldn't have to collect cash or checks, which is the way the league was running at the time."

What followed was much money it had collected.]

Desperate for the money, Bosworth and members of the league started filing refund claims with their credit card companies. They've since gotten nearly all the \$31,000 back.



"It's a really frustrating experience," Bosworth said. "And the fact that this is happening to kids in addition to us, it's the worst part of it."

Dan Ptak, the owner of Jevin, did not return multiple phone calls for comment last week. In a prior interview with the *Times*, he said the problems with the Northeast Little League began in Utah, where parents of a youth football league began requesting refunds from their credit card companies after their league was missing \$45,000. That led to a hold being put on Jevin's account.

Jevin helps sports leagues manage their day-to-day operations, including setting team rosters, creating league schedules and registering players for their sport.

When participants or parents register to play, Jevin collects and processes their fees and takes a percentage before depositing the rest in each league's account. Representatives of several of the leagues reporting issues said their agreements with Jevin say that the registration fees collected will be deposited in their accounts within a set time period, typically 48 hours.

Each of the leagues contacted by the *Times* said Jevin failed to honor that agreement. Instead, many said the company often paid in chunks every few weeks, even before they experienced longer delays this year.

"We should've been getting payments, but (league officials) didn't make a big deal out of it until they realized the season was starting," said Michael Kline from the Frederick National Little League in Maryland.

Kline said \$18,000 in payments to his league were delayed in the spring, and the league is still missing \$6,000. It also had an issue with delayed payments in fall 2015, he said. But after complaining and receiving all their money, Kline said league operators felt confident enough to continue using Jevin in 2016. Today, they're less optimistic about that decision.

"We're sort of thinking that we're never going to see that \$6,000 again," Kline said.

One league, in Utah, learned its registration fees had been deposited into another league's account, according to a police report obtained by the *Times*. Ptak denied having done that with Northeast's money in his prior interview with the *Times*.

In St. Petersburg, Vann said some parents with Northeast Little League have started filing claims with their credit card companies to recover their money.

Vann said he spoke with Ptak last week. He said Ptak accused the Northeast Little League of defrauding Jevin by requesting those refunds — called chargebacks — while the money is locked in Ptak's account. Vann said after weeks of not being paid, something needed to be done.

"He said that since we had done the chargebacks, that he can't pay us," Vann said. "And I said, well we didn't do chargebacks for 60 days, and you didn't pay us either."

Vann said the league still hasn't received any money from Jevin but has gotten about \$10,000 through chargebacks and \$13,000 through donations from the community.

The league intends to see the rest of the season through, and is hoping to recover all \$35,000 owed before it has to make rental payments for its fields in December. Registration for the league's 2017 spring season begins in January, though Vann said he isn't sure if the league will still use Jevin for registration.

"I can't say," Vann said. "I can't say."

Contact [LaVendrick Smith](mailto:LaVendrickSmith@tampabay.com) at (727) 893-8644 or lsmith@tampabay.com. Follow [@LaVendrickS](https://twitter.com/LaVendrickS)

St. Petersburg Little League one of several nationwide missing money 10/23/16
Photo reprints | Article reprints

© 2017 Tampa Bay Times

 [Commenting Guidelines](#)  [Abuse Policy](#)

SPONSORED CONTENT



Tiger Woods' Ex-Wife Used To Be Stunning... But What She Looks Like Now Left Us Speechless

Ninjajournalist



6 Credit Cards That Are Better Than Your Current Card

CreditCards.com



The 12 Worst Cars for Resale Value

Forbes

Exhibit 2

06-24-2016 11:50 AM

43



Soapboxmom
Administrator

Join Date	Jun 2010
Location	Mars
Posts	7,914
Blog Entries	3

re: Jevin Inc. / Dan Ptak / Online Sports Organization Management Software / David Arciniega / Garland Soccer / Chargebacks

Dan Ptak is so clueless that instead of removing my comments on his Youtube videos and blocking me from commenting, he has taken down his only free advertising. Now on his business pages one clicks on his video links and gets this. Jevin, which clearly seems to be a Ponzi in imminent collapse, has customers bailing in droves.

Most former Jevin users are going to Sports Illustrated Play. Others have gone to Team Snap, which I used for several seasons to manage my team in place of Jevin and absolutely loved for communication, and Blue Sombrero, which has partnered with Dick's Sporting Goods. There are plenty of options that are having no payment issues whatsoever.

[Jevin Youtube Account.JPG](#)

[Share](#)

Anyone needing assistance please feel free to use this e-mail in addition to the PM system here to contact me: soapboxmom@hotmail.com

08-09-2016, 06:32 PM

252



Soapboxmom [®]
 Administrator
 0

Join Date	Jun 2010
Location	Mars
Posts	7,913
Blog Entries	3

Re: Jevin Inc. / Dan Ptak / Online Sports Organization Management Software / David Arciniega / Garland Soccer / Chargeba

A 12th league out money contacted me today. An attorney on that board claims that they are owed about \$50,000.00 from spring registration. Jevin is clearly imploding and David Arciniega continues to force Garland Soccer to use this software even though it is obviously a tremendously risky proposition. It seems quite clear that Jevin is operating as a ponzi. Existing customers are having a hellacious time getting their money, so it is quite possible that new customers or other existing customers money is being used to pay the oldest debts. I checked online and the number of customers is obviously shrinking rapidly, so the complete collapse of this deal is likely imminent.

I advised those out money to do chargebacks as that has been a successful strategy for other groups that couldn't get their money. It is always advisable to file a police report, but as it appears Jevin doesn't have the money to pay and collection is difficult in Texas with litigation (that can run hundreds of thousands of dollars) that chargebacks are a good option and may be the only way to get any funds back.

When the chargeback bonanza ends if not sooner, the credit card companies will stop Jevin from being able to even accept credit card payments and those companies may file litigation or criminal charges themselves to cover the chargebacks that Jevin does not have funds to cover in its accounts. The credit card companies / payment processors / banks are going to be out a bundle due to Dan Ptak and his Jevin debacle. This circus show is just beginning!

[Share](#)

Anyone needing assistance please feel free to use this e-mail in addition to the PM system here to contact me: soapboxmom@hotmail.com

10-04-2016, 05:43 PM



Soapboxmom
Administrator

Join Date	Jun 2010
Location	Mars
Posts	7,918
Blog Entries	3

Re: Jevin Inc. / Dan Ptak / Online Sports Organization Management Software / David Arciniega / Garland Soccer / Chargeba

Originally Posted by **Typhoto**

The Northeast Little League has set up a GoFundMe page for anyone interested in helping our little ones continue playing ball this season. My daughter is on the T-ball team and she is 4 years old. She loves it so much and it gives me great pride to see her trying her best at such a young age. If you can help out the team, please do so here: <https://www.gofundme.com/2r6vryc?ssid=752266639&pos=1>

Please encourage every parent to initiate a chargeback with their credit card. They may reference a police report number. That is an almost guaranteed to get money owed and it leaves the credit card company to fight with Jevin. Dan Ptak runs Jevin out of his home in Allen, TX and as the law stands Jevin is likely uncollectable. The chargebacks are probably the reason that Dan Ptak is admitting to reporters that all of Jevin's accounts are frozen. Hopefully, more chargebacks will put an end to the Jevin scam for good.

[Share](#)

[ribshaw](#) likes this.

Anyone needing assistance please feel free to use this e-mail in addition to the PM system here to contact me: soapboxmom@hotmail.com

10-21-2016, 12:39 PM

#79



Soapboxmom
Administrator

Join Date	Jun 2010
Location	Mars
Posts	7,918
Blog Entries	3

Re: Jevin Inc. / Dan Ptak / Online Sports Organization Management Software / David Arciniega / Garland Soccer / Chargeba

I have counted a total of 17 leagues that had late or missing payments. The total is around \$400,000.00. As Jevin's accounts are now frozen due to chargebacks from across the country, Jevin cannot conduct business at all (including accepting credit card payments.) Jevin has been collapsing for years and now it has finally hit critical mass. Group #17, that I learned of just this week, has not been able to get a single dime of its registration money for fall ball and has joined the numerous others in filing with the police.

Jevin's Dan Ptak is one of the dirtiest businessmen I have come across. Those fees he is trying to trick the charity into paying were likely due to the tens of thousands in chargebacks that had to be initiated by the parents (credit card holders). Jevin / Dan Ptak are wholly responsible for all of that as they did not pay this league the money that was owed in a timely manner. Jevin was 2 months late in paying money that should have been paid in 3 days. Now, he wants to totally screw over these fine folks yet again! Skyview did all the right things by sharing their horror story with the media, filing police reports and doing chargebacks as they are a charity that must look out for the children and families that they serve. I hope the authorities can take action against Ptak and end this nightmare! No one will use this dirty and dishonest company seeing the way he has repeatedly abused his customers (charities serving children.)

[Share](#)

Anyone needing assistance please feel free to use this e-mail in addition to the PM system here to contact me: soapboxmom@hotmail.com

03-13-2017, 10:31 AM

#108



Soapboxmom 
Administrator 

Join Date	Jun 2010
Location	Mars
Posts	7,918
Blog Entries	3

Re: Jevin Inc. / Dan Ptak / Online Sports Organization Management Software / David Arciniega / Garland Soccer / Chargeba

Can I pass on charge-back fees to my customers?

However, as Brennan points out, passing along charge-back fees could seem unethical, so I would think hard about whether you want to attempt this. Competition among merchants is fierce, and customers in the U.S. expect generous refund policies. If you inadvertently shipped broken merchandise and a credit was warranted, how would the customer feel to see you pass along a charge-back fee on his next month's statement? Maybe he would dispute that charge, too, resulting in another charge-back for you.

Really sad that I must point out the obvious, but no one in their right mind will ever do business with Jevin again. Dan Ptak is such a low life creep that he pays weeks late and then sues his desperate customers that were left with no choice but to do a chargeback to get their money for their little kids sports charity.

[Share](#)

Anyone needing assistance please feel free to use this e-mail in addition to the PM system here to contact me: soapboxmom@hotmail.com.