

STATE OF INDIANA  
IN THE HANCOCK COUNTY CIRCUIT/SUPERIOR COURT

CAUSE NUMBER \_\_\_\_\_

STATE OF INDIANA,

Plaintiff

v.

GREENFIELD GRANITE CO., INC.,

Defendant,

**APPEARANCE BY ATTORNEY  
IN A CIVIL CASE**

Attorney Erica Sullivan now appears in this civil action for the State of Indiana. Party and attorney information for service as required by Trial Rule 5(B)(2) and for case information as required by Trial Rules 3.1 and 77(B) follows.

Party: **State of Indiana**  
Party Classification: **Plaintiff**  
Attorney Name: **Erica Sullivan**  
Attorney Number: **29504-49**  
Office: **Office of the Indiana Attorney General**  
Address: **Indiana Government Center South  
Fifth Floor  
302 West Washington Street  
Indianapolis, IN 46204**  
Telephone: **(317) 232-5931**  
Fax: **(317) 233-4393**  
Computer Address: **Erica.Sullivan@atg.in.gov**  
Other party members: **No**  
Case Type: **PL**  
Fax service accepted: **No**

Email service accepted: **Yes**  
Support issues: **No**  
Related cases: **No**  
Certificate of Service: **Yes**  
Additional information: **None**

Each attorney specified on this appearance:

1. certifies that the contact information listed for her on the Indiana Supreme Court Roll of Attorneys is current and accurate as of the date of this Appearance;
2. acknowledges that all orders, opinions, and notices from the court in this matter that are served under Trial Rule 86(G) will be sent to the attorney at the email address(es) specified by the attorney on the Roll of Attorneys regardless of the contact information listed above for the attorney; and
3. understands that he/she is solely responsible for keeping his/her Roll of Attorneys contact information current and accurate, see Ind. Admis. Disc. R. 2(A).

Respectfully submitted,

*Counsel for Plaintiff*

CURTIS T. HILL, JR.  
Attorney General of Indiana  
Attorney Number 13999-20

By: /s/ Erica Sullivan  
Erica Sullivan  
Deputy Attorney General  
Attorney No. 29504-49

Office of the Indiana Attorney General  
Indiana Government Center South  
302 West Washington Street, 5<sup>th</sup> Floor  
Indianapolis, IN 46204  
Telephone: (317) 232-5931  
Fax: (317) 232-7979  
[Erica.Sullivan@atg.in.gov](mailto:Erica.Sullivan[atg.in.gov)

## CERTIFICATE OF SERVICE

I certify that on September 18, 2020, I caused a true copy of the Appearance by Attorney in Civil Case to be served via personal service by Office of the Attorney General staff, to defendant addressed as follows:

Greenfield Granite, Co.  
c/o Cynthia A. Heck, Registered Agent  
4114 S. 700 W.  
Pendleton, IN 46064

Respectfully submitted,

*Counsel for Plaintiff*

CURTIS T. HILL, JR.  
Attorney General of Indiana  
Attorney Number 13999-20

By: /s/ Erica Sullivan  
Erica Sullivan  
Deputy Attorney General  
Attorney No. 29504-49

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STATE OF INDIANA,

Plaintiff,

v.

GREENFIELD GRANITE CO., INC.,

Defendant.

**APPEARANCE BY ATTORNEY IN  
CIVIL CASE**

---

Attorney Phil G. Rizzo now appears in this civil action for the State of Indiana. Party and attorney information for service as required by Trial Rule 5(B)(2) and for case information as required by Trial Rules 3.1 and 77(B) follows.

Party: **State of Indiana**

Party Classification: **Plaintiff**

Attorney Name: **Philip G. Rizzo**

Attorney Number: **34170-49**

Office: **Office of the Indiana Attorney General**

Address: **Indiana Government Center South  
Fifth Floor  
302 West Washington Street  
Indianapolis, IN 46204**

Telephone: **(317) 234-4662**

Fax: **(317) 232-7979**

Computer Address: **Philip.Rizzo@atg.in.gov**

Other party members: **No**

Case Type: **PL**

Fax service accepted: **No**

Email service accepted: **Yes**  
Support issues: **No**  
Related cases: **No**  
Certificate of Service: **Yes**  
Additional information: **None**

Each attorney specified on this appearance:

1. certifies that the contact information listed for him on the Indiana Supreme Court Roll of Attorneys is current and accurate as of the date of this Appearance;
2. acknowledges that all orders, opinions, and notices from the court in this matter that are served under Trial Rule 86(G) will be sent to the attorney at the email address(es) specified by the attorney on the Roll of Attorneys regardless of the contact information listed above for the attorney; and
3. understands that he/she is solely responsible for keeping his/her Roll of Attorneys contact information current and accurate, see Ind. Admis. Disc. R. 2(A).

Respectfully submitted,

*Counsel for Plaintiff*

CURTIS T. HILL, JR.  
Indiana Attorney General  
Attorney No. 13999-20

By: /s/ Philip G. Rizzo  
Philip G. Rizzo  
Deputy Attorney General  
Attorney No. 34170-49

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Telephone: (317) 234-4662  
Fax: (317) 232-7979  
[Philip.Rizzo\[atg.in.gov](mailto:Philip.Rizzo[atg.in.gov)

## CERTIFICATE OF SERVICE

I certify that on September 18, 2020, I caused a true copy of the Appearance by Attorney in Civil Case to be served via personal service by Greenfield Police Department, to defendant addressed as follows:

Greenfield Granite, Co. Inc.  
c/o Cynthia A. Heck, Registered Agent  
4114 S. 700 W.  
Pendleton, IN 46064

Respectfully submitted,

*Counsel for Plaintiff*

CURTIS T. HILL, JR.  
Indiana Attorney General  
Attorney No. 13999-20

By: /s/ Philip G. Rizzo  
Philip G. Rizzo  
Deputy Attorney General  
Attorney No. 34170-49

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IN THE HANCOCK COUNTY CIRCUIT/SUPERIOR COURT

CAUSE NO. \_\_\_\_\_

STATE OF INDIANA,

Plaintiff,

v.

GREENFIELD GRANITE CO., INC.,

Defendant.

**SUMMONS**

TO DEFENDANT: Greenfield Granite Inc.,  
c/o Cynthia K. Heck, Registered Agent  
4114 S. 700 W.  
Pendleton, IN 46064

You have been sued by the person named "Plaintiff," in the court stated above.

The nature of the suit against you is stated in the complaint that is attached to this summons. It also states the relief sought or the demand made against you by the Plaintiff.

You must answer the complaint in writing, by you or your attorney, within twenty (20) days, commencing the day after you receive this summons (you have twenty-three (23) days to answer if this summons was received by mail), or a judgment by default may be rendered against you for the relief plaintiff has demanded.

If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

Dated: \_\_\_\_\_ (Seal)  
Clerk of the Court of Hancock County

Plaintiff designated the following manner of service:

**Personal service by Office of the Attorney General staff**

Attorney for Plaintiff  
CURTIS T. HILL, JR.  
INDIANA ATTORNEY GENERAL  
Attorney Number 13999-20

By: /s/ Erica Sullivan  
Erica Sullivan  
Deputy Attorney General  
Attorney No. 29504-49

Office of the Indiana Attorney General  
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[Erica.Sullivan@atg.in.gov](mailto:Erica.Sullivan@atg.in.gov)

By: /s/ Philip G. Rizzo  
Philip G. Rizzo  
Deputy Attorney General  
Attorney No. 34170-49

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**COMPLAINT  
FOR RESTITUTION AND COSTS**

**I. INTRODUCTION**

1. The State of Indiana, by Attorney General Curtis T. Hill, Jr. and Deputy Attorneys General Erica S. Sullivan and Philip G. Rizzo, commences this civil action seeking consumer restitution and costs under the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*
2. The defendant, Greenfield Granite, Co., Inc., contracted with at least sixteen consumers to provide memorial monuments. After receiving partial or full payments from consumers, Greenfield Granite failed to provide and deliver the memorial monuments. Greenfield Granite's actions constitute violations of the Indiana Deceptive Consumer Sales Act.

**II. PARTIES**

3. The plaintiff, the State of Indiana, is authorized to bring this action under Ind. Code § 24-5-0.5-4(c).
4. The defendant, Greenfield Granite, Co., Inc., is an Indiana for-profit corporation registered and doing business in Indiana. Greenfield Granite is

engaged in the sale of memorial monuments to Indiana consumers, with a principal place of business in Hancock County, located at 952 W Main St, Greenfield, Indiana 46140.

### **III. FACTS**

5. Since at least July of 2018, Greenfield Granite contracted with numerous Indiana consumers to provide and install memorial monuments and their foundations.
6. Greenfield Granite obtained down payments or payments in full from consumers at the time of contracting.

#### **CONSUMERS FOR WHOM GREENFIELD GRANITE FAILED TO DELIVER MONUNMENTS**

7. After executing the contracts and taking the consumers' payments, Greenfield Granite failed to provide numerous memorial monuments for which it accepted payment from consumers. The facts as related to these individual consumers include, but are not limited to:

#### **MARY COLLINS**

- 7.1. On or about February 11, 2020, Greenfield Granite accepted a payment in full of \$1,859.00 from consumer Mary Collins. In exchange for this payment, Greenfield Granite agreed to provide a memorial monument and foundation.
- 7.2. Greenfield Granite agreed to provide and install the memorial monument by May 24, 2020.

7.3. To date, Greenfield Granite has failed to deliver the memorial monument and foundation.

REBECCA FUGATE

7.4. On or about May 13, 2020, Greenfield Granite accepted a payment in full of \$1,748.00 from consumer Rebecca Fugate. In exchange for this payment, Greenfield Granite agreed to provide a memorial monument and foundation.

7.5. Greenfield Granite agreed to provide the memorial monument and foundation in eight to ten (8-10) weeks.

7.6. Because Greenfield Granite failed to pour the foundation in a timely manner, Consumer Fugate paid a separate entity to pour the foundation.

7.7. To date, Greenfield Granite has failed to deliver the memorial monument for which Rebecca Fugate paid, and has failed to refund her the money she paid to it for the memorial monument and the foundation.

SANDRA MANOR

7.8. On or about September 16, 2019, Greenfield Granite accepted a payment in full of \$1,476.00 from consumer Sandra Manor. In exchange for this payment, Greenfield Granite agreed to provide a memorial monument and foundation.

- 7.9. Consumer Manor and her sister Sheila Schultz have inquired on multiple occasions in the past year as to when the stone will be placed and the foundation will be poured. On many occasions when the consumers called Greenfield Granite, it did not answer the phone.
- 7.10. To date, Greenfield Granite has failed to provide the memorial monument or foundation Consumer Manor purchased from it.

MARGARET SCHOLL

- 7.11. In late July or early August of 2019, Greenfield Granite accepted a down payment of \$1,065.00 from consumer Margaret Scholl. In exchange for this payment, Greenfield Granite agreed to provide a memorial monument and foundation.
- 7.12. In January of 2020 Greenfield Granite sent Scholl a photo of the completed stone. At this time, Scholl paid the remainder of the money owed Greenfield Granite, approximately \$1,267.00 and Greenfield Granite represented that all that needed to be done was to pour the foundation.
- 7.13. Scholl and/or Scholl's sister, Sheila Carson, have both followed up with Greenfield Granite on several occasions since January of 2020, inquiring when the stone would be placed.
- 7.14. Greenfield Granite represented to Sheila Carson that the stone had not been set because the cemetery had not yet poured the foundation although Greenfield Granite had paid the cemetery.

7.15. When Sheila Carson checked with the cemetery, the cemetery represented to her that Greenfield Granite had not paid the cemetery for pouring the foundation. Sheila then ensured payment to the cemetery. Shortly after receipt of payment, the cemetery poured the foundation.

7.16. To date, Greenfield Granite has failed to deliver the memorial monument for which Margaret Scholl paid approximately \$2,322.00

MARCIA HUNT

7.17. On or about February 28, 2020, consumer Marcia Hunt paid \$1,468.80. In exchange for this payment, Greenfield Granite agreed to provide a memorial monument and foundation.

7.18. Greenfield Granite agreed to provide and install the memorial monument by May 24, 2020.

7.19. To date, Greenfield Granite has failed to deliver the memorial monument or foundation.

VICKIE LINVILLE

7.20. In June of 2019, Greenfield Granite accepted a payment of \$800.00 from consumer Vickie Linville. In exchange for this payment, Greenfield Granite agreed to provide a memorial monument and foundation.

7.21. Greenfield Granite agreed to provide and install the memorial monument in eight to ten (8-10) weeks.

- 7.22. When the memorial monument was not installed in eight to ten (8-10) weeks, Greenfield Granite then represented the memorial monument would be installed in early 2020.
- 7.23. When the memorial monument was not installed in early 2020, Greenfield Granite then represented the memorial monument would be installed by May 24, 2020.
- 7.24. To date, Greenfield Granite has failed to deliver the memorial monument.

AARON BASICKER

- 7.25. On or about June 17, 2020, Greenfield Granite accepted a payment in full of \$1,210.00 from consumer Aaron Basicker. In exchange for this payment, Greenfield Granite agreed to provide a memorial headstone monument and foundation for Basicker's classmate's plot.
- 7.26. Greenfield Granite agreed to provide and install the memorial monument in six to eight (6-8) weeks.
- 7.27. Greenfield Granite has failed to deliver the memorial monument.

JUDY DYE

- 7.28. On or about December 11, 2019, Greenfield Granite accepted a payment in full of \$2,216.00 from consumer Judy Dye. In exchange for this payment, Greenfield Granite agreed to provide a memorial monument and foundation.

7.29. Greenfield Granite agreed to provide and install the memorial monument in eight to ten (8-10) weeks.

7.30. To date, Greenfield Granite has failed to deliver the memorial monument and foundation.

ROBERT BRAGDON

7.31. On or about May 2, 2020, Greenfield Granite accepted a payment in full of \$451.00 from Robert Bragdon. In exchange for this payment, Greenfield Granite agreed to provide a memorial monument and foundation.

7.32. Greenfield Granite represented to consumer Bragdon that the monument would be delivered and placed by May 19, 2020.

7.33. To date, Greenfield Granite has failed to deliver the memorial monument for which Robert Bragdon paid \$451.00.

JOSEPH FRANKE

7.34. In February of 2020, consumer Joseph Franke paid Greenfield Granite approximately \$2,772.00 for two (2) headstones – one for himself, and one for his brother.

7.35. Greenfield Granite initially represented to Joseph Franke that the monuments would be delivered and installed within two (2) months.

7.36. To date, the foundation has been poured, but Greenfield Granite has failed to deliver the monuments.

KENT BROSIER

- 7.37. On or about March 3, 2020, Greenfield Granite accepted a payment of \$1,534.00 from consumer Kent Brosier. In exchange for this payment, Greenfield Granite agreed to deliver and install a memorial headstone and foundation.
- 7.38. Greenfield Granite told Kent Brosier that the memorial monument would be installed in four to six (4-6) weeks, or by Memorial Day, 2020.
- 7.39. To date, Greenfield Granite has failed to deliver the memorial headstone.

LARRY THOMAS

- 7.40. On or about January 22, 2020, Greenfield Granite accepted a payment of \$1,662.00 from consumer Larry Thomas. In exchange for this payment, Greenfield Granite agreed to deliver and install a memorial monument and foundation.
- 7.41. Greenfield Granite agreed to provide and install the memorial monument within eight to ten (8-10) weeks.
- 7.42. Consumer Larry Thomas inquired about the monument on more than one occasion and requested Greenfield Granite either deliver the memorial monument or refund his money.
- 7.43. To date, Greenfield Granite has failed to refund Thomas' money and has failed to deliver the memorial monument or the foundation.

VAL WAREHAM



- 7.44. On or about February 17, 2020, Greenfield Granite accepted a payment of \$471.50 from consumer Val Wareham. In exchange for this payment, Greenfield Granite agreed to deliver and install a memorial monument and foundation.
- 7.45. Greenfield Granite agreed to provide and install the memorial monument within eight to ten (8-10) weeks. When the memorial monument was not delivered in the initially agreed upon time frame, Greenfield Granite promised to deliver it by Memorial Day, 2020. When the memorial monument was not delivered in July of 2020, it was then promised that the memorial monument would be delivered by the end of the month.
- 7.46. To date, Greenfield Granite has failed to refund Wareham's money and has failed to deliver the memorial monument or the foundation for which Val Wareham paid \$471.50.

**CONSUMERS WHO DID NOT RECEIVE MONUMENTS IN A REASONABLE PERIOD OF TIME OR ENCOUNTERED DIFFICULTY IN OBTAINING REFUNDS**

8. Other consumers did not receive memorial monuments within the stated time period or encountered significant difficulty in obtaining a refund. Provided the difficulty the consumers listed in Paragraph Eight (8) had in obtaining the ordered items or product, Greenfield Granite knew or reasonably should have known that it could not deliver items within the stated timeframes. The facts as related to these individual consumers include, but are not limited to:

**JEROLD MELCHER**

- 8.1. On or about August 21, 2019, Greenfield Granite accepted a payment in full of \$747.00 from consumer Jerold Melcher. In exchange for this payment, Greenfield Granite agreed to provide a memorial monument and foundation.
- 8.2. Greenfield Granite agreed to provide and install the memorial monument by October 16, 2019, or in six to eight (6-8) weeks.
- 8.3. In November of 2019, the memorial monument was placed in the appropriate location, but a foundation was not poured, and the memorial stone was sitting on wooden sticks.
- 8.4. Melcher requested Greenfield Granite pour the foundation for which he paid.
- 8.5. In July of 2020, after Greenfield Granite had not completed the foundation, Jerold Melcher paid a different company to pour his foundation.
- 8.6. The memorial monument which Greenfield Granite agreed to provide to Jerold Melcher by October 16, 2019 was initially placed incorrectly, and was not rectified until consumer Jerold Melcher paid another company to pour the foundation almost a year after the initiation of the transaction with Greenfield Granite.

JERRY GOODE

- 8.7. On or about July 31, 2019, Jerry Goode ordered a memorial monument from Greenfield Granite.

- 8.8. Greenfield Granite told Jerry Goode that the memorial monument would be installed in eight to ten (8-10) weeks.
- 8.9. The memorial monument which Jerry Goode ordered was placed just before Labor Day of 2020, more than a year after which the initial order.

MELISSA RIESKAMP

- 8.10. On or about June 17, 2020, Greenfield Granite accepted a payment in full of \$2,504.17 from consumer Melissa Rieskamp. In exchange for this payment, Greenfield Granite agreed to provide a memorial monument.
- 8.11. Greenfield Granite agreed to provide and install the memorial monument at the household of Melissa Rieskamp in eight to ten (8-10) weeks.
- 8.12. On or about July 31, 2020, Rieskamp requested a refund from Defendant. At the time Rieskamp requested a refund, she was told by Greenfield Granite that in order to receive a refund, she would have to return her contract. When Rieskamp returned her contract, Greenfield Granite tore it up and wrote Rieskamp a refund check.
- 8.13. The refund check issued to Rieskamp on or about July 31, 2020 did not clear when she went to the bank to cash the check. After several attempts at having the refund check clear, Rieskamp received a refund through this check on or about August 11, 2020.

## CONSUMERS WHO RECEIVED THE WRONG TYPES OF MONUMENTS

9. In other instances, consumers received memorial monuments, but the memorials the consumers received were not the memorials specified in their agreements. The facts as related to these individual consumers include, but are not limited to:

### LENARD SLIFER

- 9.1. On or about May 6, 2020 Greenfield Granite accepted a payment in full of \$2,858.00 from consumer Lenard Slifer. In exchange for this payment, Greenfield Granite agreed to provide a memorial monument by August 7, 2020. The contract stated the stone would be delivered within ninety to one hundred twenty (90-120) days.
- 9.2. On or about August 31, 2020, a stone was placed in the agreed-upon location. However the stone that was placed was not the stone that Slifer ordered.
- 9.3. Slifer asked Greenfield Granite to provide the stone he had ordered. But, to date, Greenfield Granite has not provided the agreed-upon stone.

### NICOLE BROOKS

- 9.4. On or about April 9, 2019 Greenfield Granite accepted a payment in full of \$1,500.00 from consumer Nicole Brooks and her sisters. In exchange for this payment, Greenfield Granite agreed to provide a memorial monument.

- 9.5. The memorial monument that was installed was the incorrect stone; Brooks and her sisters had ordered a monument for their mother that matched the existing monument for their father. The monument was not made to the specifications.
- 9.6. After becoming aware of the incorrect memorial monument in December of 2019, Brooks requested that Greenfield Granite place the correct memorial monument. To date, Greenfield Granite has not provided the memorial monument.
10. In July, August, and September of 2020, the Greenfield Police Department has taken more than seventy (70) reports from citizens alleging that Greenfield Granite failed to deliver or refund payment for goods or services that were not delivered, were not delivered within the stated timeframe, or were not the goods or services specified by the consumer when purchased.
11. Provided the number of consumers who did not receive their memorial monuments in the stated amount of time or have not received their memorial monuments at all, Greenfield Granite knew or reasonably should have known that it was unable to deliver the subject(s) of the transaction(s) in the stated amount of time.

#### **IV. CAUSES OF ACTION**

##### **COUNT I**

##### **VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT:**

**FAILURE TO PERFORM CONTRACT**

12. The State re-alleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.
13. Greenfield Granite's agreements with consumers to provide memorial monuments are "consumer transactions" as defined in Ind. Code § 24-5-0.5-2(a)(1).
14. Greenfield Granite is a "supplier" as defined in Ind. Code § 24-5-0.5-2(a)(3).
15. Greenfield Granite, by failing to deliver and/or install memorial monuments after accepting payments from consumers, committed unfair, abusive, or deceptive acts, omissions, or practices violated Ind. Code § 24-5-0.5-3(a).

**COUNT II**

**VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT:  
FAILURE TO COMPLETE SERVICES AND DELIVER MONUMENTS WITHIN A  
STATED OR REASONABLE PERIOD OF TIME**

16. The State re-alleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.
17. Greenfield Granite, by accepting payments from consumers but failing to deliver and/or install memorial monuments as agreed within a stated period of time when it knew or should have reasonably known that it could not, violated Ind. Code § 24-5-0.5-3(b)(10).

**COUNT III**  
**VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT:**  
**MISREPRESENTING THE PERFORMANCE, CHARACTERISTICS, AND**  
**BENEFITS OF A CONSUMER TRANSACTION**

18. The State re-alleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.
19. Greenfield Granite, by representing it would deliver and/or install memorial monuments and foundations for consumers of a particular standard, quality, grade, style or model, and reasonably knew the memorial monuments installed were not of the particular standard, quality, grade, style, or model, violated Ind. Code § 24-5-0.5-3(b)(2).

**COUNT IV**  
**KNOWING VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

20. The State re-alleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.
21. Greenfield Granite committed the acts alleged in Counts I through V with knowledge of the acts' deceptive nature in violation of Ind. Code § 24-5-0.5-4(g).

**COUNT V**  
**INCURABLE VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

22. The State re-alleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.
23. Greenfield Granite committed the deceptive acts alleged in Counts I through VI as part of a scheme, artifice, or device with intent to defraud or mislead in violation of Ind. Code § 24-5-0.5-4(a).

**COUNT VI**  
**VIOLATIONS OF SENIOR CONSUMER PROTECTION ACT**

24. The State re-alleges and incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.
25. Consumers Slifer, Collins, Melcher, Scholl, Hunt, Linville, Bragdon, Dye, Thomas, and Fugate are “senior consumers,” as defined in Ind. Code § 24-4.6-6-3(5) and Ind. Code § 24-5-0.5-2(a)(9).
26. Greenfield Granite, by contracting with senior consumers to deliver and/or install memorial monuments, accepting down or full-payments, and failing to perform the services and deliver monuments, knowingly and through deception obtained control over the property of senior consumers, violated Ind. Code § 24-4.6-6-4(a).

**V. RELIEF**

27. The State requests the Court enter judgment against Greenfield Granite, Co., Inc. for the relief described in Paragraphs 28 through 30 of this Complaint.
28. The State seeks consumer restitution, pursuant to Ind. Code §§ 24-5-0.5-4(c)(2) and (3), and Ind. Code § 24-4.6-6-5(f)(2) and (3), payable to the Office of the Attorney General for the benefit of affected consumers.
29. The State seeks costs, pursuant to Ind. Code § 24-5-0.5-4(c)(4), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action.



30. The State seeks civil penalties pursuant to Ind. Code § 24-5-0.5-8 on Count IV for Defendant's incurable deceptive acts, payable to the State of Indiana.
31. The State seeks all other just and proper relief.

Respectfully submitted,

CURTIS T. HILL, JR.  
Indiana Attorney General  
Attorney No. 13999-20

By: /s/ Erica S. Sullivan  
Erica S. Sullivan  
Deputy Attorney General  
Attorney No. 29504-49

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/s/ Philip G. Rizzo  
Philip G. Rizzo  
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GREENFIELD GRANITE CO., INC.,

Defendant.

**MOTION FOR PRELIMINARY  
INJUNCTION**

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The State of Indiana, by Attorney General Curtis T. Hill, Jr. and Deputy Attorneys General Erica S. Sullivan and Philip G. Rizzo, respectfully moves the Court pursuant to Rule 65 of the Indiana Rules of Trial Procedure and Indiana Code § 24-5-0.5-4(c) to issue a Preliminary Injunction Enjoining the Defendant, Greenfield Granite Co., Inc. from any of the following actions:

- a. Liquidating, selling, transferring, or otherwise dispensing of monuments, headstones, or other subjects of existing orders;
- b. Engaging in sales which Greenfield Granite reasonably knows it cannot fulfill within the time period stated to the consumer;
- c. Liquidating, selling, transferring, or otherwise dispensing of company property or assets; and,
- d. Ordering a full accounting of the company's assets.

The State of Indiana (“State”), in support of its Motion for Preliminary Injunction (“Motion”) states as follows:

1. The allegations of the State’s Complaint are incorporated herein and made a part of this Motion by reference.
2. As alleged in the State’s Complaint, Greenfield Granite accepted orders and payment for a number of memorial monuments and their foundations and failed to deliver them within the stated timeframe, and, for many, has not delivered as of the date of the Complaint in this matter.
3. Consumer Mary Collins purchased a memorial headstone on or about February 11, 2020 for \$1,850.00 from Greenfield Granite Co., Inc. Greenfield Granite represented to consumer Mary Collins that the headstone she ordered would take eight to ten (8-10) weeks, or would be received by Memorial Day, 2020. Consumer Mary Collins has not received the headstone or a refund as of September 11, 2020. A true and accurate copy of the Affidavit of Consumer Mary Collins is attached and marked as **Exhibit A**.
4. Consumer Vickie Linville purchased a memorial headstone on or about June 5, 2019 for \$823.00 from Greenfield Granite Co., Inc. At the time of purchase, Greenfield Granite represented that delivery of the memorial headstone would take approximately eight to ten (8-10) weeks. As of September 15, 2020, Vickie Linville had not received her memorial headstone. A true and accurate copy of the Affidavit of Consumer Vickie Linville is attached and marked as **Exhibit B**.

5. Consumer Melissa Reiskamp purchased a memorial monument on or about June 17, 2020 from Greenfield Granite. In July of 2020, Reiskamp requested a refund for the monument that she had purchased, as it not yet been installed. On or about July 31, 2020, Greenfield Granite indicated to Reiskamp that in order to receive a refund, Reiskamp would have to return her copy of the agreement with Greenfield Granite. Reiskamp returned her copy of the contract, and Greenfield Granite tore it up and issued Reiskamp a refund check. When Reiskamp initially attempted to deposit the check, it did not clear. The refund ultimately cleared on or about August 11, 2020; however, it took multiple attempts to deposit the check. A true and accurate copy of the Affidavit of consumer Melissa Reiskamp is attached and marked as **Exhibit C**.
6. As of September 15, 2020 The Greenfield Police Department has taken approximately 70 reports in which complainants reported Greenfield Granite failed to properly fulfill orders since July of 2020. The reports allege the company has failed to provide ordered items in a timely manner, has failed to provide ordered items at all, or has failed to provide refunds. A true and accurate copy of the Affidavit of Detective Lieutenant Nichole Gilbert with the Greenfield Police Department is attached and marked as **Exhibit D**.
7. Detective Lieutenant Gilbert has also personally observed via videocamera at the business property many items being removed from the business property. Exhibit D.

8. Unless enjoined during the pendency of this action, Greenfield Granite will continue to violate Indiana law by failing to provide consumers with monuments for which they have paid.
9. Individuals have been observed at the business property during the week of September 15, 2020. These individuals have turned away consumers searching for their monuments, but appear to be working. An injunction during the pendency of this action will prevent waste of business assets that can be used to make consumers whole.
10. A party moving for a preliminary injunction “must demonstrate, by a preponderance of the evidence, that: (1) its remedies at law are inadequate, thus causing irreparable harm pending resolution of the substantive action; (2) the movant has at least a reasonable likelihood of success at trial by establishing a prima facie case; (3) threatened injury to the movant outweighs the potential harm to the nonmoving party resulting from the granting of an injunction; and (4) the public interest would not be disserved.” Thornton-Tomasetti Engineers v. Marion County Pub. Library, 851 N.E.2d 1269, 1277 (Ind. Ct. App. 2006) (citing City of Gary v. Mitchell, 843 N.E.2d 929, 933 (Ind. Ct. App.2006)).
11. The above standard is modified when the moving party, here the State, invokes the *per se* rule. The *per se* rule provides that when the acts sought to be enjoined are unlawful or clearly against the public interest, the State need not show irreparable harm or a balance of hardship in its favor. Indiana

Ass'n of Beverage Retailers, Inc. V. Indiana Alcohol & Tobacco Comm'n., 945 N.E.2d 187, 197 (Ind. Ct. App. 2011); City of Gary v. Stream Pollution Control Bd., 422 N.E.2d 312, 315 (1981).

12. Defendants' violations of the Deceptive Consumer Sales Act set forth in the State's Complaint and sought to be enjoined are unlawful and *per se* irreparable.
13. There is substantial likelihood that the State will prevail on the merits of its Complaint in this action.
14. Defendants' violations of the Deceptive Consumer Sales Act set forth in the State's Complaint and sought to be enjoined are unlawful and clearly against the public interest and the State need not show a balance of hardship in its favor.
15. The State does not have an adequate remedy at law to protect the public interest of Indiana consumers regarding the matters raised in this Motion.
16. Plaintiff is a governmental organization and is not required to offer security pursuant to Rule 65(C) of the Indiana Rules of Trial Procedure.

WHEREFORE, Plaintiff requests the Court issue an order for a preliminary injunction enjoining Greenfield Granite Co., Inc. from the following:

- a. Liquidating, selling, transferring, or otherwise dispensing of monuments, headstones, or other subjects of consumer transactions;
- b. Engaging in sales which Greenfield Granite reasonably knows it cannot fulfill within the time period represented to the consumer;

- c. Liquidating, selling, transferring, or otherwise dispensing of company property or assets; and
- d. Ordering a full accounting of the company's assets be taken;
- e. all other just and proper relief.

Respectfully submitted,

CURTIS T. HILL, JR.  
INDIANA ATTORNEY GENERAL  
Attorney Number 13999-20

By: /s/ Erica Sullivan  
Erica S. Sullivan

Deputy Attorney General  
Atty. No. 29504-49

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By: /s/ Philip G. Rizzo  
Philip G. Rizzo  
Deputy Attorney General  
Attorney No. 34170-49

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**AFFIDAVIT OF MARY COLLINS**

Mary Collins, being first duly sworn upon her oath, deposes and states as follows:

1. I am a resident of Carthage, Indiana, and I am over the age of eighteen (18) years.
2. I am competent to testify to the facts alleged herein, and I have personal knowledge of such facts.
3. On or about February 11, 2020, I purchased a headstone from Greenfield Granite Co., Inc. for \$1,859.00 for my husband who had recently passed away.
4. When I purchased the headstone, I was told that it would take eight to ten (8-10) weeks for delivery and that it was to be installed no later than May 24, 2020.
5. I requested a refund for the headstone I had purchased, as it had not yet been installed.
6. As of today's date, I have not received a refund, nor have I received the headstone that I purchased from Greenfield Granite, Co., Inc. in February of 2020.
7. I am over sixty-five (65) years of age.

**I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.**

Dated: 9-11-20.

  
\_\_\_\_\_  
Mary Collins



**AFFIDAVIT OF VICKIE LINVILLE**

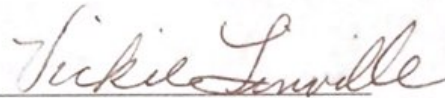
Vickie Linville, being first duly sworn upon her oath, deposes and states as follows:

1. I am a resident of Morristown, Indiana, and I am over the age of eighteen (18) years of age.
2. I am competent to testify to the facts alleged herein, and I have personal knowledge of such facts.
3. On or about June 5, 2019, I purchased a headstone from Greenfield Granite Co., Inc. for \$823 for myself.
4. When I purchased the headstone, I was told that it would take eight to ten (8-10) weeks for delivery and installation.
5. Since purchasing the headstone, I have inquired as to the date of delivery and installation on multiple occasions. In late 2019, Greenfield Granite Co., Inc. represented to me that the headstone would be installed in early 2020.
6. In April of 2020, Greenfield Granite Co., Inc. represented to me that the headstone would be installed by Memorial Day, 2020.
7. As of today's date, I have not received a refund, nor have I received the headstone that I purchased from Greenfield Granite, Co., Inc. in June of 2019.
8. I am over sixty-five (65) years of age.

**I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.**

Dated:

9/15/20

  
Vickie Linville

**AFFIDAVIT OF MELISSA RIESKAMP**

Melissa Rieskamp, being first duly sworn upon her oath, deposes and states as follows:

I am a resident of Fortville, Indiana, and I am over the age of eighteen (18) years.

I am competent to testify to the facts alleged herein, and I have personal knowledge of such facts.

On or about June 17, 2020, I purchased a memorial monument from Greenfield Granite Co., Inc. for my son.

In July of 2020, I requested a refund for the headstone I had purchased, as it had not yet been installed.

On or about July 31, 2020, Greenfield Granite Co., Inc. indicated to me that in order to receive a refund, I would have to give back my agreement.

On or about July 31, 2020, I gave my agreement back to Greenfield Granite Co., Inc. At this time, Greenfield Granite Co. Inc., tore up my copy of the agreement and issued me a refund check.

When I went to the bank, the refund check issued to me did not clear. The check ultimately cleared on or about August 11, 2020 and I received a refund; however, it took multiple attempts to deposit the check.

**I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.**

Dated: 9-17-2020

Melissa Rieskamp

Melissa Rieskamp

## AFFIDAVIT OF LT. NICHOLE GILBERT

Nichole Gilbert, being first duly sworn upon her oath, deposes and states as follows:

1. I am Nichole Gilbert, and I am over the age of eighteen (18) years.
2. I am competent to testify to the facts alleged herein, and I have personal knowledge of such facts.
3. I am currently employed as a Lieutenant over the investigations division, with the Greenfield Police Department.
4. In my position as a Lieutenant with the Greenfield Police Department, I have access to and maintain records such as police reports that are kept in the regular course of business. I am assigned to the Greenfield Granite Co., Inc. matter and have reviewed the related records.
5. Between July 1, 2020 and the date of this affidavit, the Greenfield Police Department has taken reports from approximately seventy (70) individuals regarding Greenfield Granite Co., Inc.
6. These complaints allege that Greenfield Granite Co., Inc. and its owner have failed to deliver goods or services which were paid for by customers and/or have failed to refund money paid toward these goods and services.
7. Many of these complaints also allege that Greenfield Granite Co., Inc. failed to deliver goods or services which were paid for by customers in a timely manner or as agreed-upon.
8. I personally observed 3 large trash cans, outside the back of the business, one of which was overflowing. I've personally observed, on camera, a male taking one of the trash bins into the back door of the business.
9. During a separate investigation, there were several cremains located, which had not been buried, in Greenfield Granite. Victim Mary Golden had picked up her uncle's cremains, with Det. Jerami Summers. This occurred on 09/11/2020, prior to Amie's death.

10. A victim has attempted to get their headstone from Greenfield Granite, since Amie Strohl's death, and they were told they couldn't have it.
11. On 09/18/2020, I personally witnessed a large truck, used to move monuments, pull up to the back of the business, use the boom, and load item(s) onto the truck. The truck was backed into the building, but the boom was visible being moved. That truck left the scene.
12. On the same date, another Ford pick-up truck backed into the garage part of the business. It appears the female driver was placing items into the backseat. That vehicle also left the scene. During this time, a male had two large containers in his hands, and took it to another vehicle parked on the east side of the building. This was witnessed on video.
13. On the morning of 09/18/2020, a black pick-up truck pulled up and a male went into the business. When the male returned, he had a stack of papers which was placed into the vehicle and he left. This was witnessed on video.
14. I witnessed the company's large boom truck exit the warehouse, and park on the east side of the building. There are also several headstones sitting outside, and witnessed a male moving them around the property. I observed this by video and in person, by driving by.
15. Detective Dale Diefenderfer, during surveillance on 09/18/2020, observed a white Chevrolet pick-up at James and Amie Strohl's residence, 1559 W. Main St., Greenfield, IN. At 1:30 P.M., the vehicle was backed up to the residence, with 4 people loading boxes into the truck.

**I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.**

Dated: 09-18-2020

Lt. Nichole Gilbert

Lt. Nichole Gilbert

IN THE HANCOCK COUNTY CIRCUIT/SUPERIOR COURT

CAUSE NO. \_\_\_\_\_

STATE OF INDIANA,

Plaintiff,

v.

GREENFIELD GRANITE, CO., INC.,

Defendant.

**STATE'S MOTION FOR  
TEMPORARY RESTRAINING  
ORDER**

The State of Indiana (the "State"), moves for a Temporary Restraining Order pursuant to Trial Rule 65(B) pending a Preliminary Injunction pursuant to Trial Rule 65(A). The State requests a Temporary Restraining Order enjoining Defendant Greenfield Granite, Co. Inc. ("Greenfield Granite") and/or its staff, employees, associates, and agents from removing or disposing of any property on the premises of Greenfield Granite at 952 West Main Street, Greenfield, Indiana until a hearing can be held on the State's Preliminary Injunction motion.

Granting of the State's Motion for Temporary Restraining Order is necessary to preserve the status quo and to prevent removal of property owed to the consumers named in this action and other consumers who may come forward over the pendency of this action.

The State, in support of its Motion for Temporary Restraining Order states as follows:

1. On September 18, 2020, the State filed its Complaint for Restitution and Costs.
2. The State incorporates the representations in its Complaint into this Motion.
3. On September 18, 2020, the State received information from the Greenfield Police Department that property which may be owed to the persons in the State's Complaint including cremains and/or memorial monuments may be at Greenfield Granite's premises and may be at risk of removal from the premises. See Exhibit 1.
4. The State has learned that law enforcement has witnessed people removing items from Greenfield Granite as recently as September 18, 2020. See Exhibit 1.
5. The State's requested temporary restraining order is necessary to ensure property that may be owed to the persons in the State's Complaint does not leave the premises of Greenfield Granite.
6. Undersigned counsel verifies the following efforts have been made to provide Greenfield Granite notice of the State's intent to file this Motion:
  - a. A representative of the Office of Attorney General or the Greenfield Police Department will deliver copies of this Motion to persons on premises at Greenfield Granite prior to 5:00pm on September 18, 2020. If no persons are present at Greenfield

Granite, the representative of the Office of Attorney General or the Greenfield Police will leave copies of this Motion at the front and back door of Greenfield Granite.

**RELIEF REQUESTED**

**WHEREFORE**, the State respectfully requests that this Court GRANT the State's Motion for Temporary Restraining Order by enjoining Defendant Greenfield Granite, Co. Inc. and/or its staff, employees, associates, and agents from removing or disposing of any property on the premises of Greenfield Granite at 952 West Main Street, Greenfield, Indiana until a hearing can be held on the State's Preliminary Injunction motion.

Respectfully submitted,

CURTIS T. HILL, JR.  
Indiana Attorney General  
Attorney No. 13999-20

By: /s/ Erica S. Sullivan  
Erica S. Sullivan  
Deputy Attorney General  
Attorney No. 29504-49

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/s/ Philip G. Rizzo  
Philip G. Rizzo  
Deputy Attorney General  
Attorney No. 34170-49

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Fax: (317) 233-4393  
Philip.Rizzo@atg.in.gov

**VERIFICATION**

I hereby affirm under the penalties of perjury that the foregoing factual representations in Paragraph 6 are true, to the best of my knowledge and belief.

Date: September 18, 2020

By: /s/ Erica S. Sullivan  
Erica S. Sullivan



## AFFIDAVIT OF LT. NICHOLE GILBERT

Nichole Gilbert, being first duly sworn upon her oath, deposes and states as follows:

1. I am Nichole Gilbert, and I am over the age of eighteen (18) years.
2. I am competent to testify to the facts alleged herein, and I have personal knowledge of such facts.
3. I am currently employed as a Lieutenant over the investigations division, with the Greenfield Police Department.
4. In my position as a Lieutenant with the Greenfield Police Department, I have access to and maintain records such as police reports that are kept in the regular course of business. I am assigned to the Greenfield Granite Co., Inc. matter and have reviewed the related records.
5. Between July 1, 2020 and the date of this affidavit, the Greenfield Police Department has taken reports from approximately seventy (70) individuals regarding Greenfield Granite Co., Inc.
6. These complaints allege that Greenfield Granite Co., Inc. and its owner have failed to deliver goods or services which were paid for by customers and/or have failed to refund money paid toward these goods and services.
7. Many of these complaints also allege that Greenfield Granite Co., Inc. failed to deliver goods or services which were paid for by customers in a timely manner or as agreed-upon.
8. I personally observed 3 large trash cans, outside the back of the business, one of which was overflowing. I've personally observed, on camera, a male taking one of the trash bins into the back door of the business.
9. During a separate investigation, there were several cremains located, which had not been buried, in Greenfield Granite. Victim Mary Golden had picked up her uncle's cremains, with Det. Jerami Summers. This occurred on 09/11/2020, prior to Amie's death.

10. A victim has attempted to get their headstone from Greenfield Granite, since Amie Strohl's death, and they were told they couldn't have it.
11. On 09/18/2020, I personally witnessed a large truck, used to move monuments, pull up to the back of the business, use the boom, and load item(s) onto the truck. The truck was backed into the building, but the boom was visible being moved. That truck left the scene.
12. On the same date, another Ford pick-up truck backed into the garage part of the business. It appears the female driver was placing items into the backseat. That vehicle also left the scene. During this time, a male had two large containers in his hands, and took it to another vehicle parked on the east side of the building. This was witnessed on video.
13. On the morning of 09/18/2020, a black pick-up truck pulled up and a male went into the business. When the male returned, he had a stack of papers which was placed into the vehicle and he left. This was witnessed on video.
14. I witnessed the company's large boom truck exit the warehouse, and park on the east side of the building. There are also several headstones sitting outside, and witnessed a male moving them around the property. I observed this by video and in person, by driving by.
15. Detective Dale Diefenderfer, during surveillance on 09/18/2020, observed a white Chevrolet pick-up at James and Amie Strohl's residence, 1559 W. Main St., Greenfield, IN. At 1:30 P.M., the vehicle was backed up to the residence, with 4 people loading boxes into the truck.

**I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.**

Dated: 09-18-2020

Lt. Nichole Gilbert

Lt. Nichole Gilbert

IN THE HANCOCK COUNTY CIRCUIT/SUPERIOR COURT

CAUSE NO. \_\_\_\_\_

STATE OF INDIANA,

Plaintiff,

v.

GREENFIELD GRANITE, CO., INC.,

Defendant.

**TEMPORARY RESTRAINING  
ORDER AND ORDER  
SCHEDULING PRELIMINARY  
INJUNCTION HEARING**

The Court, pursuant to Trial Rule 65(a), finds that the State's requested Temporary Restraining Order is necessary to preserve the status quo and GRANTS the State's Motion as follows:

1. Defendant Greenfield Granite, Co. Inc. and/or its staff, employees, associates, and agents shall not remove or dispose of any property on the premises of Greenfield Granite at 952 West Main Street, Greenfield, Indiana until a hearing can be held on the State's Preliminary Injunction motion.

Pursuant to Trial Rules 65(a) and 65(b), the Court hereby schedules a Preliminary Injunction Hearing to be held within 10 days of the issuance of this ORDER. The Preliminary Injunction hearing shall be held on \_\_\_\_\_, 2020 at \_\_\_\_\_.

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Date

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Judge