

Bartholomew Circuit Court

IN THE BARTHOLOMEW COUNTY CIRCUIT/SUPERIOR COURT
03C01-2309-PL-004924

CAUSE NO. _____

STATE OF INDIANA,

Plaintiff,

v.

STEVEN SINGER, individually and
DBA SINGER MANUFACTURED
HOMES; DBA SINGER
INVESTMENT GROUP; DBA CABIN
CREEK HOMES; DBA ROCK
CREEK HOMES; DBA UNITED
PALACE HOME TRANSPORT AND
SALES,

ARON SINGER, individually and
DBA SINGER MANUFACTURED
HOMES; DBA SINGER
INVESTMENT GROUP; DBA CABIN
CREEK HOMES; DBA ROCK
CREEK HOMES; DBA UNITED
PALACE HOME TRANSPORT AND
SALES, AND

JOCEL ARENDA SINGER,
individually and DBA SINGER
MANUFACTURED HOMES; DBA
SINGER INVESTMENT GROUP;
DBA CABIN CREEK HOMES; DBA
ROCK CREEK HOMES; DBA
UNITED PALACE HOME
TRANSPORT AND SALES

Defendants.

**COMPLAINT
FOR PERMANENT
INJUNCTION, CIVIL
PENALTIES, AND COSTS**

I. INTRODUCTION

1. The State of Indiana, by Attorney General Theodore E. Rokita and Deputy Attorneys General Jeremy G. Weddle and Timothy M. Weber, commences this civil action seeking injunctive relief, civil penalties, and costs under the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 *et seq.*, for injunctive relief, civil penalties, costs, and other relief.

2. Defendants engaged in the unlicensed practice of manufactured home sales and installations, failed to arrange for installation of a manufactured home for a buyer as agreed, failed to fully assemble and set up a carport as agreed, failed to install a Trane air conditioner and furnace as agreed, failed to install flooring as agreed, and failed to provide title to the manufactured home sold to a buyer. In addition to the negative emotional impact these failures caused to the consumer, these failures caused the consumer actual monetary harm. Further, Defendants advertised manufactured homes for sale, delivery to be included, for which Defendants engaged in the unlicensed practice of manufactured home installation. Accordingly, Defendants therefore committed deceptive acts in violation of Ind. Code § 24-5-0.5-10(a)(1)(A) and Ind. Code § 24-5-0.5-10(a)(1)(C).

3. Ind. Code § 9-32-2-16.5 defines “manufactured home dealer” as any person that within a twelve (12) month period sells, offers to sell, or advertises for sale, including directly by the Internet or another computer network, at least three (3) new or used manufactured homes.

4. Ind. Code § 9-32-11-1(10) states that a manufactured home dealer must be licensed in Indiana.

5. Ind. Code § 25-23.7-5-1 contains the licensure requirements imposed upon manufactured home installers in Indiana.

6. Ind. Code § 25-23.7-5-1(a) expressly requires that an individual may not install a manufactured home without first obtaining from the board a license authorizing the individual to install a manufactured home.

II. PARTIES

7. Plaintiff, the State of Indiana, is authorized to bring this action under Ind. Code § 24-5-0.5-4(c) and Ind. Code § 4-6-12-3(a)(3)(B), and Ind. Code § 25-1-7-2. The Attorney General brings this action in the public interest and pursuant to his powers *parens patriae* in order to hold Defendants accountable and to protect consumers who have been adversely affected by their illegal conduct.

8. Steven Singer (“Defendant S. Singer”) is an individual with a residence at 6897 Continental Drive in Columbus, IN 47201.

9. Aron Singer (“Defendant A. Singer”) is an individual with a residence at 7935 North 330 West, Columbus, IN 47201.

10. Jocel Arenda Singer (“Defendant J.A. Singer”) is an individual with a residence at 6897 Continental Drive in Columbus, IN 47201.

11. Singer Manufactured Homes (“Defendant SMH”) is a DBA name used by the Defendants and not a registered business entity in the State of Indiana.

12. Singer Investment Group (“Defendant SIG”) is a registered domestic limited liability company with A. Singer as the single member.

13. Cabin Creek Homes (“Defendant CCH”) is a DBA name used by the Defendants and not a registered business entity in the State of Indiana.

14. Rock Creek Homes (“Defendant RCH”) is a DBA name used by the Defendants and not a registered business entity in the State of Indiana.

15. United Palace Home Transport and Sales (“Defendant United Palace”) is a DBA name used by the Defendants and not a registered business entity in the State of Indiana.

16. As of the date of filing, no Defendant has a professional license of any kind in Indiana.¹

17. As of the date of the filing, no Defendant holds a license to act as a manufactured homes dealer in Indiana.²

III. JURISDICTION AND VENUE

18. This Court has original jurisdiction over this action pursuant to Ind. Code § 33-29-1-1.5 and Ind. Code § 24-4.7-5-4.

19. Venue lies with this Court pursuant to Ind. R. Tr. P. 75(A)(2).

IV. FACTS RELATED TO UNLICENSED MANUFACTURED HOME SALES, INSTALLATIONS, AND ADVERTISEMENT

20. Defendants regularly sell manufactured homes.

¹ See Exhibit 10 Affidavit of Molly Jefford

² See Exhibit 10 Affidavit of Molly Jefford

21. Defendants regularly utilize cash transactions when conducting sales of manufactured homes.

22. Defendants advertise manufactured home sales and delivery via the Facebook pages and profiles of Defendants A. Singer and J. A. Singer and other online marketplaces.

23. Defendants regularly include delivery services and installation services with the sale of their manufactured homes.

Secretary of State

24. Pursuant to Ind. Code 9-32-3-1, the Indiana Secretary of State's Auto Dealer Service's Division ("Division") is responsible, in part, for the licensure of manufactured home dealers.

25. On or about February 14, 2023, the Division issued to Defendants an Order to Cease and Desist all activities related to the purchasing and selling of motor vehicles until licensed by the Division.

Professional Licensing Agency

26. The Indiana Manufactured Home Installer Licensing Board ("Board") is charged with the responsibility of regulating the practice of manufactured home installation in the State of Indiana pursuant to Ind. Code 25-23.7-3-8.

27. On February 25, 2014, the Board held an administrative hearing concerning Motions for Orders to Cease and Desist filed against Defendant S. Singer, Defendant United Palace, and Defendant A. Singer.

28. After the hearing, pursuant to its authority under Ind. Code § 25-23.7-7-4, the Board voted 6-0-0 to issue a Cease and Desist against Defendant S. Singer, Defendant United Palace, and Defendant A. Singer for the unlicensed practice of manufactured home installation.

29. Defendant S. Singer and Defendant A. Singer appeared in person at this hearing.

30. On March 4, 2014, the Board issued its Order to Cease and Desist against Defendant S. Singer, Defendant United Palace, and Defendant A. Singer for the unlicensed practice of manufactured home installation. The Orders are attached hereto as **Exhibits 1 and 2**.

Defendants' Advertising

31. **Exhibit 3**, a representative advertisement from A. Singer's Facebook page, shows a home or homes being installed, references mobile and modular homes being "set with a crane," and is an explicit advertisement for sales/services of similar products, using the hashtags "#singerinvestmentgroup" and "#cabincreekhomes."

32. **Exhibit 4**, a representative advertisement from A. Singer's Facebook profile on a marketplace site, shows a manufactured home listed for sale and references "Many different models (sic) homes are at our dealership in Columbus."

33. **Exhibit 5**, a representative advertisement from A. Singer's Facebook page, shows homes, including at least one manufactured home, listed for sale and

references “homes hitting lots and set” and “a commercial retail lot in closing and mobile home sales.”

34. **Exhibit 6**, a representative advertisement from J. A. Singer’s Facebook profile on a marketplace site, shows a manufactured home listed for sale.

Shirley Michaels Transaction

35. On or about November 7, 2021 Defendants contracted with Shirley Michaels (“Michaels”) for a 1993 Skyline manufactured home (VIN: 1S310389FAB) which included the following, as evidenced by the attached **Exhibit 7**:

- a. Transport of manufactured home to new location.
- b. A Trane a/c and furnace including installation.
- c. Laminate flooring installed in 3 rooms.

36. Michaels traveled to Defendant S. Singer’s home to complete the transaction; Defendants insisted that the thirty-six thousand dollars (\$36,000) payment be made in cash.

37. Defendant S. Singer promised to deliver and set up Michaels’ home within a few days, but unreasonably delayed the delivery by nearly five months.

38. Defendant S. Singer dug holes in preparation for the piers and anchoring for Ms. Michaels’ home.

39. Defendant S. Singer failed to secure a permit to complete the installation of Michaels’ home.

40. On or around March 18, 2022 Michaels paid Byler Construction two thousand dollars (\$2,000) for site work prior to the installation of her home.

41. After delivery of the manufactured home to the Michaels property, Defendant A. Singer failed to arrange for the home to be set.

42. Michaels hired William J. Schulz (“Schulz”) to complete the installation of her home.

43. Schulz charged Michaels four thousand five hundred dollars (\$4,500) to install her home.

44. The manufactured home delivered to Michaels had a bent frame.

45. Michaels hired Schulz to fix the bent frame on her home.

46. After delivery of the Trane A/C and furnace to the Michaels property, Defendants failed to install the equipment.

47. After delivery of the manufactured home to the Michaels property, Defendants failed to install laminate flooring in 3 rooms.

48. Pursuant to a separate agreement with Michaels for a carport, Defendants delivered the carport but failed to fully assemble and set it up.

49. Defendants failed to deliver title to Michaels for the manufactured home Michaels purchased from Defendants.

V. CAUSES OF ACTION

COUNT I: VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT Ind. Code § 24-5-0.5, et. seq. Unlicensed Practice of Manufactured Home Installation

50. Plaintiff re-alleges and incorporates by reference the foregoing.

51. Ind. Code § 25-23.7-5-1(a) states in relevant part that an individual may not install a manufactured home without first obtaining from the board a license authorizing the individual to install a manufactured home.

52. The transactions identified and related to each consumer mentioned *supra* are “consumer transactions” as defined in Ind. Code § 24-5-0.5-2(a)(1).

53. Defendants are “supplier[s]” as defined in Ind. Code § 24-5-0.5-2(a)(3).

54. Defendants S. Singer, A. Singer, and J. Singer, individually and by the use of multiple unregistered DBAs, have, for compensation, knowingly and intentionally installed manufactured homes without a manufactured home installation license required by law, which is a *per se* violation of Ind. Code § 24-5-0.5-10(a)(1)(C).

55. Defendant S. Singer’s use of DBA name United Palace Home Transport and Sales is evidenced by the attached **Exhibit 8**, a screenshot of the Better Business Bureau’s page posted for his business.

56. Defendant A. Singer’s uses of DBA names Cabin Creek Homes and Singer Investment Group are evidenced by the attached **Exhibit 3**, a screenshot of a social media post from Defendant A. Singer’s Facebook account.

57. Defendant A. Singer’s use of DBA Rock Creek Homes is evidenced by **Exhibit 9**, a screenshot of Defendant A. Singer’s Facebook profile page.

58. Defendant S. Singer, in the Shirley Michaels transaction, engaged in the unlicensed sale and attempted installation of a manufactured home in violation of Ind. Code § 24-5-0.5-10(a)(1)(C).

59. Defendant S. Singer, in the Shirley Michael's transaction, also committed a deceptive act by misrepresenting his ability to convey good title to the manufactured home sold to Ms. Michaels.

60. Defendant S. Singer, in the Shirley Michael's transaction, also committed a deceptive act by failing to install agreed A/C equipment, flooring, and detached car port in the manufactured home sold to Ms. Michaels.

COUNT II: VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT
Ind. Code § 24-5-0.5, et. seq.
Unlicensed Advertising of Manufactured Home Installation

61. Plaintiff re-alleges and incorporates by reference the foregoing.

62. Defendants advertise manufactured home installation services via the Facebook pages and profiles of Defendant A. Singer and Defendant J.A. Singer.

63. Defendants' advertisement of manufactured home installation services via the Facebook page and profile of Defendant A. Singer is evidenced by **Exhibits 3-5**.

64. Defendants' advertisement of manufactured home installation services via the Facebook profile of J. A. Singer is evidenced by **Exhibit 6**.

COUNT III: KNOWING AND INTENTIONAL VIOLATIONS OF THE
DECEPTIVE CONSUMER SALES ACT
Ind. Code § 24-5-0.5, et. seq.
Unlicensed Sale of Manufactured Homes

65. Plaintiff re-alleges and incorporates by reference the foregoing.

66. Defendants knowingly or intentionally advertised the sale of more than three (3) manufactured homes via Facebook in 2022.

**COUNT IV: KNOWING AND INTENTIONAL VIOLATIONS OF THE
DECEPTIVE CONSUMER SALES ACT
Ind. Code § 24-5-0.5, et. seq.
(Unlicensed Practice of Manufactured Home Installation)**

67. Plaintiff re-alleges and incorporates by reference the foregoing.

68. Following the Board's issuance of an Order to Cease and Desist memorializing the vote of the Board at the meeting he attended, Defendant has continued to operate in clear, knowing contradiction of the order and the law.

69. As to each violation of the Deceptive Consumer Sales Act alleged *supra*, Plaintiff alleges that each act or omission was done knowingly and intentionally.

70. As such, each count should be subject to increased civil penalties of a fine not exceeding five thousand dollars (\$5,000) per unfair, abusive, or deceptive act in accordance with Ind. Code § 24-5-0.5-4(g).

XI. RELIEF

Plaintiff, the State of Indiana, requests the Court enter judgment for Plaintiff by and against Defendants for the following relief:

- a. As to **Count I**, order Defendants to deliver title to Shirley Michaels and/or pay restitution to Michaels in an amount to be determined by the finder of fact as a result of Defendants' violations of the Deceptive Consumer Sales Act;
- b. As to **Counts I-IV**, permanently enjoin Defendants from engaging in the practice of manufactured home installation to the public in Indiana without a license;

- c. As to **Counts I-IV**, permanently enjoin Defendants from advertising the provision of manufactured home installation services to the public in Indiana without a license;
- d. As to **Counts I-IV**, permanently enjoin Defendants from engaging in selling more than three (3) manufactured home sales per year in Indiana without a license;
- e. As to **Counts I-IV**, permanently enjoin Defendants from advertising the sale of a manufactured home for more than three (3) sales per year in Indiana without a license;
- f. As to **Counts I-IV**, order Defendants to pay the Office of the Indiana Attorney General its reasonable costs and expenses incurred during the investigation and prosecution of this action, pursuant to Ind. Code § 24-5-0.5-4(c)(4);
- g. As to **Counts I-IV**, order Defendants to pay a civil penalty to the State of Indiana in the amount of five thousand dollars (\$5,000) for each knowing or intentional violation of Ind. Code § 24-5-0.5-3(a); and
- h. All other just and proper relief.

Respectfully submitted,

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