

IN THE MARSHALL COUNTY CIRCUIT/SUPERIOR COURT

CAUSE NO. _____

OFFICE OF THE INDIANA
ATTORNEY GENERAL,

Plaintiff,

v.

RICH-MONS GROUP, L.L.C.,

Defendant.

**COMPLAINT
FOR RESTITUTION, CIVIL
PENALTIES, AND COSTS****AND JURY DEMAND****I. INTRODUCTION**

1. The State of Indiana, Office of the Indiana Attorney General, by Deputy Attorneys General Chase M. Haller and Timothy M. Weber, files its complaint in this civil action seeking restitution, civil penalties, and costs pursuant to the Indiana Deceptive Consumer Sales Act (“DCSA”), Ind. Code § 24-5-0.5-1 et seq., for injunctive relief, civil penalties, costs, and other relief.

2. Defendants failed to fulfil their legal obligations as a landlord in the State of Indiana by failing to ensure repairs made to the electrical system were completed in a timely, safe manner and ultimately systematically failing to provide habitable dwelling to tenants in violation of Ind. Code § 32-31-8.

3. In addition to the negative emotional impact Defendants’ failures caused to the tenants, the tenants also suffered actual monetary harm. Accordingly, Defendants committed unfair, abusive, and/or deceptive acts in violation of Ind. Code § 24-5-0.5-3(a), for which the Office of the Indiana Attorney General now seeks relief.

4. Ind. Code § 32-31-8 contains the legal responsibilities conferred upon a landlord in Indiana.

5. Ind. Code § 32-31-8-5(2) expressly requires landlords to comply with local health department rules and regulations, which reflects a clear public policy choice by the legislature.

II. PARTIES

6. Plaintiff, Office of the Indiana Attorney General, is authorized to bring this action under Ind. Code § 24-5-0.5-4(c), Ind. Code § 4-6-12-3(a)(3)(B), et seq., and Ind. Code § 24-9 et seq. The Attorney General brings this action in the public interest and pursuant to his powers *parens patriae* by and through the Homeowner Protection Unit to hold Defendants accountable and to protect tenant residents who have been adversely affected by Defendants' failure to comply with state statutes and local regulations meant to ensure minimum habitability standards are afforded to all Hoosier tenants.

7. Rich-Mons Group LLC ("Defendant Rich-Mons Group") is a domestic limited liability company registered on or around June 5, 2006, with the Indiana Secretary of State. Defendant Rich-Mons Group is the fee simple owner of a residential complex located at 309 Gibson Street, Plymouth, Indiana 46563 known as The Pointe Apartments. The complex consists of approximately twenty (20) units housed within one (1) building.

8. At all times relevant to this complaint, Defendant Rich Mons Group conducted business in Indiana by providing real estate-related services to Indiana

residents by acting as a landlord in Indiana and engaging in consumer transactions with tenants by and through its partial owner, Bob Richards, property manager, Anthony Collins, and other agents.

III. JURISDICTION AND VENUE

9. This Court has original jurisdiction over this action pursuant to Ind. Code § 33-29-1-1.5.

10. This Court has jurisdiction over the defendants in this matter as owners and employees of Defendant Rich-Mons Group managed a multi-family property, The Pointe Apartments, located in the State of Indiana, county of Marshall, for compensation on behalf of the owners of the property, Defendant Rich-Mons Group.

11. Venue lies with this Court pursuant to Ind. R. Tr. P. 75(A)(2). Defendant Rich-Mons Group owned and leased The Pointe Apartments in Plymouth, Indiana for all times relevant to this Complaint. The consumers listed in this Complaint all resided in the county where this matter is filed.

IV. FACTS RELATING TO SHUTDOWN OF THE POINTE APARTMENTS

12. Bob Richards is partial owner of Rich-Mons Group, LLC.

13. Anthony Collins is property manager of The Pointe.

14. Anthony Collins is the son in law of Bob Richards.

15. The roof of The Point Apartments is a flat roof.

16. Prior to June of 2024, The Pointe Apartments experienced regular roof leaks, which were reported to the property manager.

17. Prior to June of 2024, roof leaks had led to the drop-down ceiling collapsing in some areas inside The Pointe Apartments.

18. Prior to June of 2024, both Bob Richards and Anthony Collins were aware of the severe roof leaks and water penetration issues present at The Pointe Apartments.

19. Prior to June of 2024, the air conditioning at The Pointe Apartments did not function properly throughout the building.

20. On June 1, 2024, Heather Risner (“Risner”) moved into The Pointe Apartments.

21. Risner did not have heating or air conditioning for her entire residency at The Pointe Apartments.

22. On or about June 13, 2024, a police officer working for the City of Plymouth entered The Pointe Apartments to respond to a call.

23. Due to the state of the building, the officer had concerns about people living in The Pointe Apartments and contacted City of Plymouth Building Commissioner, Dennis Manuwal, Jr. (“Commissioner Manuwal”).

24. On or about July 10, 2024, Commissioner Manuwal inspected The Pointe Apartments. The inspection identified numerous code violations, including a gas and water line having an electrical charge. As a result of the inspection, all residents in the building, approximately twenty (20), were ordered to evacuate immediately.

25. During the inspection, organic growth believed to be black mold was noted to be present on the ceiling throughout The Pointe Apartments.

26. Below are some of the pictures of The Pointe Apartments taken by Commissioner Manuwal during the inspection:

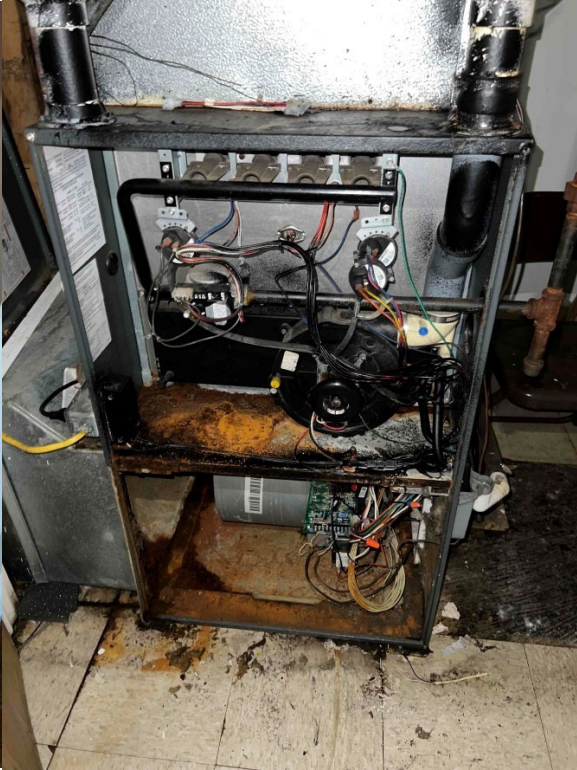


27. On July 11, 2024, Commissioner Manuwal issued Defendant Rich-Mons Group an Emergency Order to Take Action notifying Defendant Rich-Mons Group that The Pointe Apartments was unsafe pursuant to state law and city ordinance and directing Defendant Rich-Mons Group to have a registered electrician perform an analysis to evaluate if the electrical system was in a safe and usable manner that does not pose a threat to any person or property.

28. That same day, McCormick Electrical Services conducted an electrical inspection of the common areas at The Pointe Apartments. The technician noted the following in the report:

Many devices were broke or had broken covers, there were open junction boxes, lives wires hanging out of boxes, the main grounding/bonding was out of date, the gas lines had amperage, the shower head had voltage but did not have amperage, the ceiling grid did not have amperage, some of the outlets had water damage, I found no water damage in the lights, I found voltage on duct work, voltage on the washing machine voltage between ground/neutral on the outlets, ungrounded outlets, missing/broken cover plates, the kitchen GFCI had been painted over making it unable to test for power or functionality and many other things were found (see photos for additional concerns). This building has failed the McCormick Electrical Services Inc. inspection. The customer would not allow us into any of the rooms and we were only able to inspect the items located in the hall, laundry room, bathroom and kitchen (see photo for map). The customer stated that he could not force the tenants to allow us into the rooms and that the tenants would decline access if asked. For these reasons we were unable to inspect the entire building. Investment options for repairs were sent to the customer.

29. The McCormick Electrical Services technician took the following pictures during the inspection:





30. Additionally on July 11, 2024, Christi Dennis, a tenant of The Point Apartments, called the Marshall County Sheriff to report that she had been shocked while in the shower at The Point Apartments.

31. On July 12, 2024, Commissioner Manuwal issued Defendant Rich-Mons Group an Emergency Order to Take Action notifying Defendant Rich-Mons Group that The Point Apartments is unsafe pursuant to state law and city ordinance and

directing Defendant Rich-Mons Group to have the electrical service disconnected until the electrical problems in the prior electrical analysis have been resolved.

32. After to shutdown of The Pointe Apartments, the Marshall County United Way stepped in to provide short term housing for displaced tenants, including by renting hotel rooms for some tenants.

33. Upon information and belief, Defendant has not covered the costs of providing displaced tenants with short term housing or provided any other support to tenants.

34. On July 15, 2024, Commissioner Manuwal issued Defendant Rich-Mons Group an Order to Take Action notifying Defendant Rich-Mons Group that The Pointe Apartments remained unsafe even after the repair of the electrical issue and directing Defendant Rich-Mons to make certain repairs. The repairs must be substantially started within thirty (30) days of the order and must be completed within sixty (60) days of the order.

35. On July 29, 2024, Commissioner Manuwal issued an Emergency Order to Vacate The Pointe Apartments because the roof system and interior conditions render the structure unsafe pursuant to Ind. Code 36-7-9-4(a)(1), (2), (3), (4), and (5).

36. Due to the scope of water penetration at The Point Apartments, organic growth believed to be mold spread onto some of the tenants' personal property that remained in their units after the tenants were ordered to move out, causing severe damage to the personal property.

37. As of the date of this complaint, Defendant Rich-Mons has not provided tenants spoken to by HPU with any portion of their deposit or rent paid for July of 2024.

V. CAUSES OF ACTION

COUNT I: SYSTEMATIC FAILURE TO SATISFY STATUTORY LANDLORD RESPONSIBILITIES

**Ind. Code § 24-5,0.5 et. seq.
(As to all Defendants)**

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

39. 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).

40. Every real estate transaction that Defendant has consummated with a tenant are also “consumer transactions” as defined in Ind. Code § 24-5-0.5-2(a)(1).

41. Defendant is a “supplier” as defined in Ind. Code § 24-5-0.5-2(a)(3).

42. Defendant has failed to manage The Pointe Apartments in a manner which complies with Ind. Code § 32-31-8-5 and local health code.

43. Defendants have knowingly and intentionally engaged in a pattern and practice of repeatedly violating Ind. Code § 32-31-8-5, thereby committing unfair, abusive, and/or deceptive acts, omissions, and practices in connection with the aforementioned consumer transactions as prohibited by Ind. Code § 24-5-0.5-3 by failing to provide a rental premise for their tenants that were in a safe, clean, and habitable condition as required by Ind. Code § 32-31-8-5, including by failing to adequately maintain and repair necessary systems and by failing to ensure water penetration due to a faulty roof was appropriately remediated.

**COUNT II: DECEPTIVE REPRESENTATIONS OF “HABITABILITY” AND
“HABITATION”
Ind. Code § 24-5-0.5-3
(As to all Defendants)**

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

45. Ind. Code § 24-5-0.5-3(b)(1) states:

Without limiting the scope of subsection (a), the following acts, and the following representations as to the subject matter of a consumer transaction, made orally, in writing, or by electronic communication, by a supplier, are deceptive acts: **That such subject of a consumer transaction has** sponsorship, approval, performance, **characteristics**, accessories, **uses**, or benefits **it does not have which the supplier knows or should reasonably know it does not have.” (Emphasis added.)**

46. Habitation of a dwelling is a “use” within the meaning of the word in Ind. Code § 24-5-0.5-3(b)(1).

47. Habitability is a “characteristic” of a rental dwelling within the meaning of Ind. Code § 24-5-0.5-3(b)(1).

48. Defendant, through its agents, was aware of the state of the premises at The Pointe, including the severe water penetration damage caused by the faulty roof.

49. Based on the severity of situation, Defendant should have reasonably known that The Pointe was not fit for human habitation.

50. Defendants accepted rental payments from tenants at Madison Square Apartments up to and including the month of July 2024.

51. Each instance where Defendants rented a unit at The Pointe Apartments to a consumer after Defendants knew, or should have reasonably known, the unit was not habitable or that Defendants would be unable to maintain the

habitability of the unit, constitutes an unfair, abusive, or deceptive act within the meaning of Ind. Code § 24-5-0.5-3(b)(1).

COUNT III: INCURABLE DECEPTIVE ACTS
Violations of Ind. Code § 24-5-0.5-8
(As to all Defendants)

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

53. The deceptive acts alleged in this Complaint are incurable deceptive acts, as defined in Ind. Code § 24-5-0.5-2(a)(8), that Defendant committed as part of a scheme, artifice, or device with intent to defraud or mislead, subjecting Defendant to civil penalties under Ind. Code § 24-5-0.5-8.

COUNT IV: KNOWING VIOLATIONS OF THE DECEPTIVE CONSUMER
SALES ACT
Violations of Ind. Code § 24-5-0.5-4(g)
(As to all Defendants)

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

55. Defendant committed the acts alleged in this Complaint in Counts I and II with knowledge of their deceptive nature, subjecting them to civil penalties under Ind. Code § 24-5-0.5-4(g).

VI. RELIEF

56. A trial by jury is requested for all issues so triable.

57. Plaintiff, the State of Indiana, requests the Court enter judgment against Defendant Rich-Mons Group, L.L.C., for the following relief:

- a. As to Count I, II, III, and IV, enter Judgment against Defendant for payment of reasonable consumer restitution for damages incurred and/or money unjustly obtained from consumers as a result of

Defendant's violations of the Deceptive Consumer Sales Act, pursuant to Ind. Code § 24-5-0.5-4(c)(2).

- b. As to Count I, II, III, and IV, enter Judgment against Defendant for emotional distress damages caused to all The Pointe tenants who experienced physiological harm or fear of future physiological harm as a result of Defendant's failure to provide a habitable environment.
- c. As to Count I, II, III, and IV, enter Judgment against Defendant for treble restitution for real damages incurred for each knowing violation of the Deceptive Consumer Sales Act perpetrated on a senior consumer pursuant to Ind. Code § 24-5-0.5-4(c)(3).
- d. As to Count I, II, III, and IV, enter Judgment against Defendant to reimburse 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) and Ind. Code § 24-9-8-3(a)(3).
- e. As to Counts I, II, III, and IV, enter Judgment against Defendant to pay a civil penalty to the State of Indiana in the amount of five thousand dollars (\$5,000) for each knowing violation of the Deceptive Consumer Sales Act, pursuant to Ind. Code § 24-5-0.5-4(g).
- f. All other just and proper relief.

Respectfully submitted,

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