

STATE OF INDIANA
IN THE MARION COUNTY CIRCUIT/SUPERIOR COURT
CAUSE NO.

STATE OF INDIANA,

Plaintiff,

v.

HANK EVERSOLE., doing business
as ALL SERVICES CONSTRUCTION
and NATIONWIDE
CONSTRUCTION.

Defendants.

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

I. INTRODUCTION

1. The State of Indiana, by Attorney General Theodore E. Rokita and Deputy Attorney General Tamara Weaver, commences this civil action under the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.* and Ind. Code § 24-5-11 *et seq.*, for injunctive relief, consumer restitution, civil penalties, costs, and other relief.
2. Hank Eversole (“Eversole”) repeatedly entered into agreements with Indiana consumers to do work in, on and around their homes and then failed to complete the work as agreed. In many instances, Eversole would take money from the consumer as a deposit, start the work, then abandon the project and leave the consumers with partially finished conditions. Eversole disregarded the requirements put in place by the Indiana Home Improvement Contracts Act to

include certain specific pieces of information in any home improvement contract for the protection of the consumers. Eversole's actions are unfair, abusive, and deceptive, and constitute violations of the Indiana Deceptive Consumer Sales Act.

II. PARTIES

3. The Attorney General, on behalf of the State of Indiana (the "State"), is authorized to bring this action under Ind. Code § 24-5-0.5-4(c) and 24-5-11-14.
4. Hank Eversole, who occasionally used the business names All Services Construction and Nationwide Construction, is an individual engaged in home improvement services for Indiana consumers, with a primary address at 849 W. Hanna Avenue, Indianapolis, IN 46227.
5. At all times relevant to this Complaint, Hank Eversole controlled and directed the affairs of All Services Construction and Nationwide Construction and was active in its management and operation, including personally making representations identified in this Complaint.

III. FACTS

6. Eversole contracted to perform home improvement work including, but not limited to, repairs and renovations to consumers' homes and accessory buildings.
7. Eversole repeatedly contracted to perform home improvement work and failed to finish the projects as contracted.

a. Consumers Jeffrey and Rhonda Archey

8. In February 2022, Jeffrey Archey (“Archey”) first encountered Hank Eversole and his family when requesting an estimate from Frank Eversole for tree services on his property located in Indianapolis.
9. Jeffrey Archey and Rhonda Archey are both over the age of 60.
10. While Frank Eversole was beginning tree services on Archey’s property, he informed Archey that the trees on the property had damaged Archey’s garage, and that Frank Eversole could send his family, Robert and Hank Eversole, to repair the garage.
11. On or about February 12, 2022, Robert and Hank Eversole came to the Archeys’ property and provided an estimate to repair the garage in approximately 30 days for twenty-five thousand dollars (\$25,000).
12. Robert and Hank Eversole represented to Archey that they did not need a permit to complete the garage project, then later told Archey they were waiting on permits, then informed the Archeys that the permits were the Archeys’ responsibility; Hank Eversole never obtained the necessary permits.
13. On February 12, 2022, the Archeys paid Hank Eversole twelve thousand dollars (\$12,000) as a down payment on the garage repair project.
14. On or about March 14, 2022, Hank Eversole came to the Archeys’ property and informed them that they needed brick and mortar work on a wall that would cost an additional sixteen thousand dollars (\$16,000). The Archeys paid an initial eight thousand dollars (\$8,000) for this mortar work, which was

- completed, and then paid the final balance of eight thousand dollars (\$8,000) (for a total of sixteen thousand (\$16,000) for the brick and mortar work only).
15. On or about March 29, 2022, Hank Eversole told the Archeys he required an additional seven thousand dollars (\$7,000) for garage repairs, which the Archeys paid on that date by check.
 16. Hank Eversole did not return to complete the work as scheduled.
 17. On or about April 25, 2022, a stop work order was issued by the City of Indianapolis because Eversole did not have the necessary permits to perform the project.
 18. Hank Eversole ceased communication with Archey, who has not heard from him since and has not responded to requests to complete the garage repair project.
 19. In total, Archey paid nineteen thousand dollars (\$19,000) to Hank Eversole for projects that were incomplete or never started, and for which he never received a refund, and an additional sixteen thousand dollars (\$16,000) for the completed brick and mortar project.

b. Consumer DJ Ursal

20. Eversole entered into a written contract with consumer DJ Ursal on February 7, 2023 to build a roof system over the deck on his property located in Indianapolis.
21. Under his contract with Ursal, Eversole promised to complete the work by February 13, 2023 for four thousand six hundred dollars (\$4,600).

22. Ursal paid Eversole three thousand dollars (\$3,000) via check as downpayment on February 7, 2023.
23. On February 9, 2023, Eversole told Ursal that it was too soggy to begin the project.
24. On February 10, 2023, Eversole told Ursal that the work would begin on February 13, 2023.
25. On February 13, 2023, Eversole told Ursal that work would begin on February 15, 2023.
26. Eversole did not begin the project on February 15, 2023 or any date after that.
27. Eversole continued to delay starting the project for weeks.
28. Eversole never completed the contracted project and did not provide Ursal with a refund.

IV. CAUSES OF ACTION

COUNT I: **VIOLATION OF THE DECEPTIVE CONSUMER SALES ACT- FAILURE TO** **PERFORM HOME IMPROVEMENTS**

29. The State re-alleges and incorporates by reference Paragraphs 1 through 28 of this Complaint.
30. Hank Eversole's provision of home improvement services to consumers in Indiana is a "consumer transaction" under Ind. Code § 24-5-0.5-2(a)(1).
31. Hank Eversole is a "supplier" under Ind. Code § 24-5-0.5-2(a)(3).

32. Hank Eversole committed unfair, abusive or deceptive acts under Ind. Code § 24-5-0.5-3(a) by representing he would perform home improvements but then failing to perform the home improvements as represented.

COUNT II:
VIOLATION OF THE DECEPTIVE CONSUMER ACT- FAILURE TO PERFORM HOME IMPROVEMENTS WITHIN A STATED PERIOD OF TIME

33. The State re-alleges and incorporates by reference Paragraphs 1 through 32 of this Complaint.

34. Hank Eversole committed deceptive acts under Ind. Code § 24-5-0.5-3(b)(10) by representing he could deliver or complete the subject of a consumer transaction in a stated or reasonable period of time when he knew or reasonably should have known he could not.

COUNT III:
VIOLATIONS OF THE HOME IMPROVEMENT CONTRACTS ACT

35. The State re-alleges and incorporates by reference Paragraphs 1 through 34 of this Complaint.

36. Hank Eversole is a “real property improvement supplier” under Ind. Code § 24-5-11-6.

37. The services Hank Eversole agreed to perform for consumers are “real property improvements” under in Ind. Code § 24-5-11-3.

38. The contracts signed between Hank Eversole and consumers are “real property improvement contracts” under Ind. Code § 24-5-11-4.

39. Hank Eversole committed deceptive acts under Ind. Code § 24-5-11-10(a)(2) by failing to provide an email address used to communicate with consumers.
40. Hank Eversole committed deceptive acts under Ind. Code § 24-5-11-10(a)(7) by failing to provide a statement of contingencies that would materially change the date of completion.

COUNT IV:
VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT – ENGAGING A
CONSUMER TRANSACTION WITHOUT REQUIRED PERMIT

41. The State re-alleges and incorporates by reference Paragraphs 1 through 40 of this Complaint.
42. Hank Eversole committed a deceptive act under Ind. Code § 24-5-0.5-10(a)(1)(c) by engaging in a consumer transaction without a permit required by law.

COUNT V:
KNOWING VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

43. The State re-alleges and incorporates by reference Paragraphs 1 through 42 of this Complaint.
44. Hank Eversole committed the acts alleged in this Complaint with knowledge of their deceptive nature, subjecting him to penalties pursuant to Ind. Code § 24-5-0.5-4(g).

COUNT VI:
INCURABLE DECEPTIVE ACTS

45. The State realleges Paragraphs 1 through 44 of this Complaint.

46. The deceptive acts asserted above are incurable deceptive acts and were committed by the Hank Eversole as part of a scheme, artifice, or device with intent to defraud or mislead, subjecting him to penalties under Ind. Code § 24-5-0.5-8.

COUNT VII:
VIOLATION OF THE SENIOR CONSUMER PROTECTION ACT

47. The State re-alleges and incorporates by reference Paragraphs 1 through 46 of this Complaint.

48. Hank Eversole committed financial exploitation of a senior consumer under Ind. Code § 24-4.6-6-4 by knowingly and by deception or intimidation obtaining control over the property of a senior consumer or illegally using the assets or resources of a senior consumer.

V. RELIEF

49. The State requests the Court enter judgment against Hank Eversole for the relief described in Paragraphs 49 through 58 of this Complaint.

50. The State seeks a permanent injunction, under Ind. Code § 24-5-0.5-4(c)(1), enjoining Hank Eversole from owning, operating, or managing any Indiana company or business engaged in the business of providing home improvements to consumers until Eversole has paid all restitution, costs, and penalties awarded in this action.

51. The State seeks a permanent injunction, under Ind. Code § 24-5-0.5-4(c)(1), enjoining Hank Eversole from entering into a home improvement contract with any Indiana consumer without first obtaining a surety bond in favor of the State of Indiana in the amount of \$75,000. Evidence of such bond shall be

provided to the Office of the Indiana Attorney General prior to Hank Eversole entering into a home improvement contract with an Indiana consumer. This provision applies to any subsequent company owned or operated by Hank Eversole.

52. The State seeks a permanent injunction, under Ind. Code § 24-5-0.5-4(c)(1), enjoining Hank Eversole from entering into agreements with Indiana consumers to do work in, on and around their homes, taking payment in advance for such work, and failing to complete the work as agreed.

53. The State seeks a permanent injunction, under Ind. Code § 24-5-0.5-4(c)(1), enjoining Hank Eversole to comply with all requirements of the Indiana Home Improvement Contracts Act under Ind. Code § 24-5-11 et. seq.

54. The State seeks consumer restitution, under Ind. Code § 24-5-0.5-4(c)(2), payable to the Office of the Attorney General for the benefit of consumers, as follows:

Consumer	Amount
Jeffrey and Rhonda Archey	\$19,000
DJ Ursal	*consumer Ursal obtained a small claims judgment against Hank Eversole
Total:	\$19,000

55. The State seeks costs, under 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.

56. The State seeks civil penalties under Ind. Code § 24-5-0.5-4(g), for Hank Eversole's knowing violations of Ind. Code § 24-5-0.5-3(a), Ind. Code § 24-5-0.3-10(a)(1)(c), and Ind. Code § 24-5-11-10(a), in the amount of five thousand dollars (\$5,000.00) per violation, payable to the State of Indiana.
57. The State seeks civil penalties, under Ind. Code § 24-5-0.5-8, for Hank Eversole's incurable deceptive acts, in the amount of five hundred dollars (\$500.00) per violation, payable to the State of Indiana.
58. The State seeks all other just and proper relief.

Respectfully submitted,

THEODORE E. ROKITA
INDIANA ATTORNEY GENERAL

By: /s/ Tamara Weaver
Deputy Attorney General
Indiana Government Center South – 5th Fl.
302 W. Washington Street
Indianapolis, IN 46204-2770
Phone: (317) 234-7122
Fax: (317) 232-7979
Email: Tamara.Weaver@atg.in.gov