STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION COUNTY SUPERIOR COURT

CAUSE NO. 49D11-0607-PL-27786

STATE OF INDIANA,

Plaintiff,

v.

RON STONE,
Individually and d/b/a
STONE'S CONTRACTING,

Defendant.

FILED

MAY 13 2008

Elizabeth A. White
CLERK OF THE MARION CIRCUIT COURT

SUMMARY JUDGMENT

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Lisa Ward, having filed its Motion for Summary Judgment and its Memorandum and Designation of Evidence in Support of Plaintiff's motion, and the Court having conducted a hearing on the same, now **GRANTS** Plaintiff's motion and makes the following findings of undisputed facts and conclusions of law.

FINDINGS OF FACTS AND CONCLUSIONS OF LAW

1. The Defendant, Ron Stone, individually and doing business as Stone's Contracting, is an individual who, at all relevant times, was engaged in business as a home improvement contractor with a principal place of business at 2404 South Holt Road, Indianapolis, Indiana 46241.

2. On March 22, 2005, the Defendant entered into a home improvement contract with Rodney and Kay Jordan ("the Jordans") of Indianapolis, Indiana wherein he agreed to construct a room addition for a price of Forty Thousand Three Hundred Fifty Four Dollars ($40,354.00).

3. The Defendant failed to include the following information in his contract with the Jordans:

a. The names of any agent to whom consumer problems and inquiries could be directed;

b. The approximate starting and completion dates of the home improvement;

c. A statement of any contingencies that would materially change the approximate completion date; and

d. Signature lines for the Jordans with a legibly printed or typed version of their names placed directly after or below the signature.

5. The Defendant did not obtain a contractor's license or a construction permit as required by the Indianapolis Department of Metropolitan Development prior to soliciting or engaging in the work at the Jordans' residence.

6. The Defendant did not complete the home improvement for the Jordans.

7. The Defendant violated Ind. Code § 24-5-11-10 by failing to provide a completed home improvement contract.

8. The Defendant violated Ind. Code § 24-5-11-9 by commencing work without the required license and permit.

9. The Defendant violated Ind. Code § 24-4-0.5-3(a) by representing that the consumer transaction had the characteristics and benefits of complying with the building laws and regulations when the Defendant knew or should have known that it would not.

10. The Defendant violated Ind. Code § 24-4-0.5-10(1)(A) by soliciting to engage in a consumer transaction without a license required by law.

11. The Defendant violated Ind. Code § 24-5-0.5-10(a)(1)(C) by failing to obtain the necessary licenses and permits prior to commencing work.

12. The Defendant violated Ind. Code § 24-5-0.5-3(a)(10 by representing that he would complete the Jordans' home repair within a reasonable period of time.

13. The Defendant violated the Deceptive Consumers Sales Act with knowledge and intent to deceive.

JUDGMENT

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED the Plaintiff's Motion for Summary Judgment against the Defendant is **GRANTED**.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, pursuant to Ind. Code §24-5-0.5-4(c)(1), the Defendant, his agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following conduct in violation of Ind. Code § 24-5-11 and Ind. Code § 24-5-0.5.

1. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract which includes at a minimum the following:

   a. The name of the consumer and the address of the residential property that is the subject of the home improvement;

   b. The name and address of the home improvement supplier and the telephone number and name of any agent to whom consumer problems and inquiries can be directed;

   c. The date the home improvement contract was submitted to the

consumer and any time limitation on the consumer's acceptance of the home improvement contract;

d. A reasonably detailed description of the proposed home improvements; If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

e. The approximate starting and completion dates of the home improvements;

f. A statement of any contingencies that would materially change the approximate completion date;

g. The home improvement contract price; and

h. Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or typed version of that person's name placed directly after or below the signature;

2. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;

3. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;

4. soliciting to engage in a consumer transaction without a permit or other license required by law;

5. in the course of entering into home improvement transactions, failing to obtain the necessary license or permit as required by law prior to commencing any home improvement work; and

6. representing that the Defendant is able to start or complete a home improvement within a stated period of time, or when no time period is stated, within a reasonable time, when the Defendant knows or should reasonably know that he cannot.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that judgment is entered in favor of the Plaintiff, State of Indiana, and against the Defendant, as follows:

1. The contract entered into between the Defendant and the Jordans is voided pursuant to Ind. Code § 24-5-0.5-4(d).

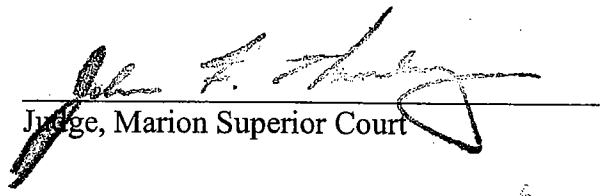
2. The Defendant shall pay restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the total amount of Thirty-Five Thousand Dollars ($35,000.00), payable to the Office of the Attorney General, for distribution to the Jordans.

3. The Defendant shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of One Thousand Eight Hundred Thirty-Three Dollars and Seventy-Five Cents ($1,833.75).

4. The Defendant shall pay civil penalties in the amount of Five Thousand Five Hundred Dollars ($5,500.00).

A monetary judgment shall be entered in favor of the Plaintiff, State of Indiana, and against the Defendant in the amount of Forty-Two Thousand Three Hundred Thirty-Three Dollars and Seventy-Five Cents ($42,333.75).

All of which is **ORDERED, ADJUDGED** and **DECREED,** this ____ day of MAY 1 3 2008 _____, 2008.



Judge, Marion Superior Court

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