STATE OF INDIANA	)	IN THE KNOX CIRCUIT COURT
	) SS:	
COUNTY OF KNOX	)	CAUSE NO. 42C01-0708-PL-453

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
DARLENE LIGHTFOOT,)
)
Defendant.)

SUMMARY JUDGMENT

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

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Defendant's auction transactions entered into with Voundria Woods and Catherine Myers are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).

2. The Defendant is a "supplier" as defined by Ind. Code § 24-5-0.5-2(a)(3).

3. On or before February 16, 2007, the Defendant placed an internet auction listing on Overstock.com, offering two notebook computers to the highest bidder. (Defendant's Answer, Page 1; Affidavit of Voundria Woods, Paragraph 4.)

4. On February 16, 2007, the Defendant entered into a contract with Voundria Woods, wherein the Defendant represented that she would sell the two laptop computers to Ms.

Woods for One Thousand Two Hundred Twenty-One Dollars ($1,221.00). (Plaintiff's Complaint, Paragraph 4; Defendant's Answer; Affidavit of Voundria Woods, Paragraph 4).

5. On February 16, 2007, Ms. Woods paid One Thousand Two Hundred Twenty One Dollars to the Defendant's PayPal account as payment for the two laptop computers. (Plaintiff's Complaint, Paragraph 4, Defendant's Answer, Page 1, Affidavit of Voundria Woods, Paragraphs 4 and 5).

6. As of today, Ms. Woods has not received the two laptop computers, nor has she received a refund of her payment. (Plaintiff's Complaint, Paragraph 6, Defendant's Answer, Page 2-3, Affidavit of Voundria Woods, Paragraph 6).

7. On or before February 22, 2007, the Defendant placed an internet auction listing on Overstock.com, offering an HP Pavilion dv9000T notebook computer to the highest bidder. (Defendant's Answer, Page 1; Affidavit of Catherine Myers, Paragraph 4).

8. On February 22, 2007, the Defendant entered into a contract with Catherine Myers, wherein the Defendant represented that she would sell the HP Pavilion notebook computer to Ms. Myers for One Thousand Sixty-Five Dollars ($1,065.00). (Plaintiff's Complaint, Paragraph 7; Defendant's Answer, Page 2; Affidavit of Catherine Myers, Paragraph 4).

9. On February 22, 2007, Ms. Myers paid One Thousand Sixty-Five ($1,065.00) to the Defendant's PayPal account as payment for the HP Pavilion notebook computer. (Plaintiff's Complaint, Paragraph 7; Defendant's Answer, Page 1; Affidavit of Catherine Myers, Paragraph 5).

10. On March 8, 2007, Defendant represented to Ms. Myers that if she did not receive the computer by March 16, 2007, Defendant would refund her money. (Plaintiff's Complaint, Paragraph 9, Defendant's Answer, Page 2, Affidavit of Catherine Myers, Paragraph 6).

11. As of today, Defendant has failed to provide the computer or the promised refund to Ms. Myers. (Plaintiff's Complaint, Paragraph 11; Defendant's Answer, Page 2-3; Affidavit of Catherine Myers, Paragraph 7).

12. Plaintiff has expended Nine and Three-Tenths (9 3/10) hours investigating and prosecuting this case, and One Thousand Ninety-Five Dollars ($1,095.00) is a reasonable fee for the time expended in this matter.

13. The Defendant's representations that she would sell notebook computers to consumers Woods and Myers, when she knew or reasonably should have known the consumers would not receive the items as represented, or any other such benefit, are violations of Ind. Code § 24-5-0.5-3(a)(1).

14. The Defendant's representations that the items she offered for sale through internet auctions, including notebook computers, would be supplied in greater quantity than she intended or reasonably expected, are violations of Ind. Code § 24-5-0.5-3(a)(4).

15. The Defendant's representation that she would issue a refund to Catherine Myers, when the representation was false and the Defendant knew or reasonably should have known that the representation was false, is a violation of Ind. Code § 24-5-0.5-3(a)(8).

16. The Defendant's representations to Woods and Myers that she would be able to deliver the items sold via her internet auctions, issue refunds, or otherwise complete the subject of the consumer transaction within a stated or reasonable period of time, when the Defendant

knew or reasonably should have known she could not, are violations of Ind. Code § 24-5-0.5-3(a)(10).

17. The Defendant's representations that Woods and Myers would be able to purchase the items as advertised by the Defendant, when she did not intend to sell the items, are a violation of Ind. Code § 24-5-0.5-3(a)(11).

18. Defendant made these representations with knowledge of their falsity.

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, her agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following conduct in violation of Ind. Code § 24-5-0.5.

1. Representing, expressly or by implication, that 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; and

2. Representing, expressly or by implication, that the subject of a consumer transaction will be supplied to the public in greater quantity than the Defendant intends or reasonably expects;

3. Representing, expressly or by implication, that the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendant knows or reasonably should know that the representation is false;

4. Representing, expressly or by implication, that the Defendant will deliver or complete the subject of the consumer transaction within a reasonable time; and

5. Representing, expressly or by implication, that the consumer will be able to purchase the subject of the consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it.

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

a. The Defendant shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the amount of Two Thousand Two Hundred Eighty-Six Dollars ($2,286.00), payable to the Office of the Attorney General, for the benefit of:

   1. Voundria Woods, in the amount of One Thousand Two Hundred Twenty-One Dollars ($1,221.00).
   2. Catherine Myers, in the amount of One Thousand Sixty-Five Dollars ($1,065.00).

b. 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 Ninety-Five Dollars ($1,095.00); and

c. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Twenty-Five Thousand Dollars ($25,000.00), payable to the State of Indiana.

A total monetary judgment in the amount of Twenty-Eight Thousand Three Hundred Eighty-One Dollars ($28,381.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant.

All of which is ORDERED, ADJUDGED AND DECREED, this 1 day of July, 2008.

HON. SHERRY L. BIDDINGER GREGG

Judge, Knox Circuit Court

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