

STATE OF INDIANA)	IN THE MONROE CIRCUIT COURT
) SS:	
COUNTY OF MONROE)	CAUSE NO. 53C06-2504-CT-001224
LISA JENEE' TRIMBLE)	
)	
Plaintiff)	
)	
v.)	
)	
MONROE COUNTY GOVERNMENT,)	
MONROE COUNTY COMMISSIONERS,)	
MONROE COUNTY LEGAL DEPARTMENT,)	
JUDITH SHARP,)	
DAVE SCHILLING,)	
ELIZABETH SENSENSTEIN & SETH ELGAR,)	
)	
Defendants)	

PETITIONER'S RESPONSE AND MOTION TO DISMISS DEFENDANTS AMENDED MOTION TO DISMISS

Comes now Petitioner and pursuant to violation of Indiana Trial Rule 5 and the following reasons listed requests the Court to Deny Defendant's Motion to Dismiss. Counsel did not send electronic notice to Petitioner on 11/10/2025 notifying that there was a Request for another Enlargement of Time and only received the notification email that the Motion to Dismiss was filed on 11/12/2025.

PLAINTIFF'S EMPLOYMENT WITH THE ASSESSOR'S OFFICE

Defendant's timeline for Plaintiff's employment is incorrect. Please see attached W-2's and paystubs. Plaintiff was employed with the Assessor from 10/23/2023-11/1/2024 and with the Assessor from 11/4/2024-5/14/2025. Plaintiff was not employed with Monroe County in 2022 and does not have a W-2 for 2022. Plaintiff's acceptance letter, timesheets, paystubs, W-2's and onboarding paperwork that the County has on file will reflect this. Plaintiff's 1st paystub was received on 11/17/2023 and the year to date amount mirrors this paystub. Plaintiff only received 4 paychecks in 2023 and her 2023 W-2 verifies that. The date of the Auditor's Offer of Employment letter also verifies that Plaintiff was hired in 2024, not 2023.

TYPOGRAPHICAL ERRORS

Defendant is incorrect in stating that Plaintiff did not work in the Assessor's Office in August 2024 and is mistaken with Plaintiff's employment timeline that her W-2's, paystubs and acceptance letters reflect. Plaintiff did decide that she wanted to leave the Assessor's Office on August 2nd, 2024 as stated and the submitted text messages reflect that date. The Financial Director's offer of employment letter for the position with the Auditor is dated 2024. Plaintiff worked for Monroe County Government from 10/23/2023 to 5/14/2025. Plaintiff worked for Monroe County Government from 10/23/2023 to 11/01/2024 in the Assessor's Office and 11/04/2024 to 5/14/2025. Plaintiff's W-2's and paystubs reflect this.

MATERIAL FACTS ALLEGED IN PLAINTIFF'S AMENDED COMPLAINT

A. Events in 2023

1. Defendants are incorrect on the dates again. On or about on August 2, 2024, not 2023.
2. Plaintiff was not employed with Monroe County Government in August of 2023. Plaintiff did not work for the Auditor until 11/04/2024. Plaintiff did not make typographical errors with her employment dates. Defendant's and counsel are incorrect with their information.
3. Auditor still offered Plaintiff a job, but the Assessor still violated Monroe County's Employee Handbook and Harassment Policy and this pressure added to the pressure the Assessor would later place upon the Auditor demanding Plaintiff's termination, by Assessor's own admittance in her submitted letter.
4. Defendants are again incorrect with Plaintiffs dates and employment timeline and Plaintiff did not have typographical errors in the Amended Complaint. Plaintiff put her 2 weeks notice in with the Assessor's Office in October of 2024 and her first day in the Auditor's Office was on 11/4/2024. Plaintiff was hired into the Assessor's Office on 10/23/2023.

B. Events in 2025

Again, Defendants and Counsel are incorrect with their timeline. Plaintiff did not file a written report with the Indiana Department of Local Government Finance (DLGF) Seventeen (17) Months later. It was Four (4) months later. Plaintiff made more attempts of communication via email that Counsel is not listing and finally went forward publicly because she did not get any response

from the County, and after the DLGF learned who the Assessor and County was they stopped responding. Finally, after multiple emails, the Director emailed back and said that they would not be investigating.

Counsel mentions that Plaintiff told the Commissioners about the violations that she witnessed a year and a half earlier and this is incorrect. Again, they are incorrect with Plaintiff's employment timeline.

Counsel mentions that Auditor terminated Plaintiff for leaving work the prior day without receiving the necessary permission to do so and this is also incorrect. Plaintiff followed the Auditor's time off policy and received permission from both of her supervisors in front of another co-worker whose testimonies will verify.

DISCUSSION

A. The Monroe County Employee Services Department and the Monroe County Legal Department are not suable entities.

Plaintiff has already stated in the Amended Complaint the State Codes that justify these entities to be suable. Other County Departments have sued or been sued in other cases such as 53C01-2504-RA-001096, 53C06-2307-MI-001710, 53C01-0903-PL-00669 and 53C06-2009-CT-001747

B. And C. Plaintiff's Amended Complaint does not state a claim against the Monroe County Commissioners and Plaintiff's Amended Complaint does not state a claim against Monroe County Government.

Plaintiff has stated in the Amended Complaint the negligence of the Commissioners and their lack of involvement in addressing, mediating and resolving the retaliation, harassment, bullying, fraud and illegal activities by one of Monroe County's Offices, Elected Officials and employees as they are required to do according to

Counsel lists 3 different dates in Plaintiff's Amended Complaint for examples as the Complaint isn't the actual Hearing and there are more emails that they were copied on.

Counsel states that the Commissioners have no authority over the count's assessor or the assessor's office, but they have the authority to intervene in the discipline and violations of the County's Harassment policies which all employees including elected officials are required to follow. Every employee in the Assessor's Office including the Assessor has signed. The Commissioners are also required by state code to report any and all reported suspected fraud.

Plaintiff is not a disgruntled employee as is listed in Defendants Amended Motion to Dismiss. Plaintiff did not experience any negativity from the Assessor or any other employee until she put in her 2 weeks notice to switch offices and then again Four (4) months later when she came forward about the fraud and state code violations that she witnessed. Up until Plaintiff put in her 2 weeks notice she had a good relationship with the Assessor, Employee Services, HR, Auditor and the Commissioners.

Plaintiff states grounds for relief in her Amended Complaint as the retaliation, harassment, bullying and ganging up against her which each listed individual participated in by Assessor's own admission in her letter which eventually led to wrongful termination for reporting the fraud that she witnessed during her time of employment in the Assessor's Office as the Monroe County Employee Handbook and Monroe County Ordinance required her to do. The entity of the Monroe County Government is governed by the Monroe County Commissioners and it was their responsibility and duty along with the other offices and departments listed to intervene, protect the Plaintiff, mediate and report the fraud that was reported to them to the State Board of Accounts. The 2 employees in Employee Services did not perform their job duties in the mediation between the Plaintiff and the Assessor and they did not report the fraud to the Commissioners as required by Monroe County Ordinance and the Monroe County Employee Handbook.

Defendant's state that the Statute Ind. Code 5-11-1-9.5(a) does not apply because Plaintiff did not make any reports of suspected wrongdoing to the Indiana State Board of Accounts, but Plaintiff did make reports to the State Board of Accounts and has those emails for verification.

Counsel states that Plaintiff has to plead facts suggesting that Sharp retaliated, harassed, ganged up on and bullied her and that Plaintiff cannot just declare this. Plaintiff has already submitted text messages from an Appeal's Deputy that verify

her claims along with Sharp's letter in which she admits to pressuring the Auditor and meeting with her multiple times.

D. E. F. Plaintiff's Amended Complaint does not state a claim against County Attorney Schilling, Human Resources Assistant Director Elgar and Human Resources Administrator Sensenstein

Plaintiff has already detailed in the Amended Complaint and by Judy Sharp's own letter that there was a coordinated effort involving Attorney Schilling in the retaliation, harassment and ganging up on Plaintiff and in the pressuring of the Auditor to terminate Plaintiff for whistleblowing.

G. Plaintiff's Amended Complaint does not state a claim against Assessor Sharp.

Plaintiff has already stated in the Amended Complaint how Sharp retaliated, harassed and bullied Plaintiff. By admission in her own letter she admits to corraling other departments and offices into the bullying and pressuring of the Auditor to terminate Petitioner for no other reason than for whistleblowing about the fraud Petitioner witnessed and performed in the Assessor's Office. Sharp also slandered Petitioner's character and pressured Auditor into not hiring Petitioner. Although Petitioner was hired, this repeated behavior contributed to the pressure later put on the Auditor for the termination of Petitioner. Sharp made false accusations against Petitioner demanding termination and Sharp had no grounds or authority to demand a search on Petitioner's computer.

CONCLUSION

Petitioner has given enough proof that without a shadow of a doubt that there is enough ground to warrant a Trial on this matter and to let the evidence and testimony be presented before a Jury and asks that the Defendant's Motion to Dismiss is denied and a Jury Trial granted.

Respectfully submitted,

Lisa J Trimble

Lisa J Trimble Pro Se Plaintiff

CERTIFICATE OF SERVICE

This is to certify that a true and accurate copy of the forgoing has been electronically filed with the Indiana Odyssey e-filing (IEFS) system on this 2nd day of December, 2025.

This will further certify that a true and correct copy of the foregoing has been sent by electronic notice to the following:

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