

|                              |   |     |                                |
|------------------------------|---|-----|--------------------------------|
| STATE OF INDIANA             | ) |     | IN THE MONROE CIRCUIT COURT    |
|                              | ) | SS: |                                |
| COUNTY OF MONROE             | ) |     | CAUSE NO. 53C06-2505-CT-001496 |
| LISA JENEE' TRIMBLE          | ) |     |                                |
|                              | ) |     |                                |
| Plaintiff                    | ) |     |                                |
|                              | ) |     |                                |
| v.                           | ) |     |                                |
|                              | ) |     |                                |
| MONROE COUNTY GOVERNMENT,    | ) |     |                                |
| MONROE COUNTY COMMISSIONERS, | ) |     |                                |
| MONROE COUNTY AUDITOR,       | ) |     |                                |
| BRIANNE GREGORY              | ) |     |                                |
|                              | ) |     |                                |
| Defendants                   | ) |     |                                |

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**DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF THEIR  
MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT**

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Come Defendants, Monroe County Government, Monroe County Commissioners, and Brianne Gregory, by Counsel, and for their Memorandum of Law in support of their Motion to Dismiss Plaintiff's Amended Complaint, hereby state as follows:

**I. INTRODUCTION.**

This litigation arises out of the termination of the employment of Plaintiff, Lisa Jenee' Trimble. Plaintiff's initial Complaint was dismissed under Indiana Trial Rule 12(B)(6) given Plaintiff's failure to allege sufficient operative facts which supported any actionable claim against Monroe County Auditor, Brianne Gregory. Plaintiff's Amended Complaint suffers from these same deficiencies, and should be dismissed for the reasons set forth herein.

**II. THE ALLEGATIONS OF PLAINTIFF'S AMENDED COMPLAINT.**

Plaintiff's Amended Complaint contains fifty-three (53) enumerated Paragraphs, as well as various prayers for relief. Many of the enumerated Paragraphs and prayers for relief do not

mention these Defendants by name or otherwise assert any factual or legal allegations against these Defendants. For instance, Plaintiff asserts that her federally-protected right to Freedom of Speech was violated, Indiana’s Freedom of Information Act was violated, and a litany of other statutes, both state and federal, were violated. Amended Complaint, ¶ 20. Yet, Plaintiff does not allege that these Defendants violated any of these rights or statutes. Instead, those claims are directed toward Judith Sharp, Seth Elgar, and Dave Schilling, who Plaintiff admits are not Monroe County Auditor’s Office employees. Amended Complaint, ¶¶ 19-20.

Plaintiff’s Amended Complaint does not contain a single factual allegation against Monroe County Government. The factual allegations concerning the remaining Defendants are examined below. While these Defendants certainly dispute the factual accuracy of Plaintiff’s Amended Complaint, they recognize that the allegations must be taken as true at this pleading stage. *Arflack v. Town of Chandler*, 27 N.E.3d 297, 302 (Ind. Ct. App. 2015).

**a. MONROE COUNTY COMMISSIONERS.**

On or about March 10, 2025, Plaintiff claims that she forwarded information to the Monroe County Commissioners regarding numerous purported Indiana Code violations and Indiana Real Property Guidelines violations that she believed she had witnessed, and that she believed she was instructed to commit, while employed in the Monroe County Assessor’s Office. Amended Complaint, ¶ 12. The Commissioners did not respond. *Id.*

On or about March 11, 2025, Plaintiff “forwarded her complaint sent to Barry Wood” to the Commissioners and did not receive a response. Amended Complaint, ¶ 13.

On or about March 27, 2025, Plaintiff hand-delivered a “dossier” to the Commissioners which detailed purported State Code violations, harassment, and retaliation. Amended Complaint, ¶ 24.

On or about April 17, 2025, Plaintiff testified before the Commissioners regarding the “State Code violations” she witnessed and alleged retaliation she was experiencing. Amended Complaint, ¶ 28. During this testimony, she “pled her Federally protected right of Freedom of Speech & the Indiana whistleblower laws in her defense.” *Id.*

**b. BRIANNE GREGORY.**

On or about October 11, 2024, Plaintiff submitted an application for employment to the Monroe County Auditor’s Office. Amended Complaint, ¶ 2. Thereafter, Plaintiff sent an email to Brianne Gregory and the Financial Director regarding her application. She asked the Auditor and the Financial Director to consider her for employment in the Monroe County Auditor’s Office despite all three (3) of them purportedly fearing retaliation from the Assessor. Amended Complaint, ¶ 2.

**c. MONROE COUNTY AUDITOR.**

On or about October 18, 2024, the Financial Director for the Auditor kept Plaintiff’s application confidential and snuck Plaintiff into the conference room to give Plaintiff an interview on her lunch break out of alleged fear of retaliation from the Assessor. Amended Complaint, ¶ 4.

On or about October 21, 2024, Plaintiff put in her two (2) weeks notice with the Monroe County Assessor’s Office because she had accepted employment in the Monroe County Auditor’s Office. Amended Complaint, ¶ 6. On the same day, Judith Sharp held a meeting with the Auditor and the Financial Director. *Id.* Ms. Sharp proceeded to retaliate against and defame Plaintiff. *Id.*

On or about March 3, 2025, Plaintiff disclosed “State Code violations” to the Financial Director and the Auditor, and Plaintiff explained that she was going to contact the Department of Local Government Finance. Amended Complaint, ¶ 10.

On or about March 13, 2025, the Financial Director and the Auditor met with Judith Sharp,

Dave Schilling (Legal), and Seth Elgar (Employee Services) regarding the fraud Plaintiff had reported, and Sharp demanded Plaintiff's termination. Amended Complaint, ¶ 17.

On or about April 1, 2025, Judith Sharp confirmed that she, Employee Services, and Legal were demanding and pressuring the Auditor to terminate Plaintiff. Amended Complaint, ¶ 26. Ms. Sharp blamed Brianne Gregory, the Auditor, for not "dealing with the issue in her office." *Id.*

On or about May 13, 2025, Plaintiff followed the Auditor's time off policy, requested to leave work early, and received permission from her supervisor and the Financial Director to leave work early. Amended Complaint, ¶ 35.

On or about May 14, 2025, the Auditor notified Plaintiff that she was terminated for leaving work the day before without receiving permission, although Plaintiff allegedly followed the time off policy and received permission to leave. Amended Complaint, ¶ 37. The Auditor was purportedly caving to the pressure of the Assessor, Legal Department personnel, and Employee Services Department personnel who were demanding Plaintiff's termination. *Id.* The Auditor also allegedly violated Monroe County Ordinance 295-3 by not reporting the fraud that Plaintiff had reported to her. *Id.*

The Auditor purportedly participated in "the months long" retaliation, harassment, ganging up on, and bullying of Plaintiff which allegedly culminated in her termination. Amended Complaint, ¶ 43.

Plaintiff claims that the Auditor initially agreed to allow Plaintiff to "exercise her right to Freedom of Speech," but did not protect Plaintiff or report harassment "being committed" against Plaintiff. Amended Complaint, ¶ 44. The Auditor allegedly succumbed to the pressure exerted by the Assessor, Legal Department personnel, and Employee Services Department personnel, and enabled the retaliation, thereby allegedly committing promissory estoppel. *Id.*

**d. LEGAL CLAIMS ASSERTED AGAINST ALL DEFENDANTS.**

Plaintiff's prayers for relief begin with a recitation of Indiana Code § 5-11-1-9.5. She asserts that "Defendant" violated Indiana Whistleblower laws, Monroe County Ordinance 295-3, and Indiana Code § 36-1-8-8 after Plaintiff was escorted into the Auditor's office to whistleblow about the purported fraud she claims was committed by the Monroe County Assessor, Judith Sharp. Amended Complaint, ¶ 39. She also asserts causes of action against "the defendant" for negligence, harassment, bullying, retaliation, and wrongful termination. Amended Complaint, ¶¶ 46, 51.

**e. THE FINAL DETERMINATION OF THE INDIANA DEPARTMENT OF LOCAL GOVERNMENT FINANCE.**

On August 11, 2025, the Indiana Department of Local Government Finance issued a Final Determination concerning Plaintiff's complaint against the Monroe County Assessor. *See* Final Determination produced herewith as Exhibit A.<sup>1</sup> The Department of Local Government Finance determined that there were no violations of Indiana Code sections as alleged in Plaintiff's complaint. *See* Exhibit A, p. 2. In other words, the Department of Local Government Finance concluded that there was no fraud as Plaintiff claimed. *See id.*

Plaintiff's complaint contained eight (8) counts of purported assessment practices violations:

1. Sales are chased;
2. Ratio studies are manipulated;
3. Unplatted vacant land is assessed with homesites;
4. Mobile homes that are not on foundations are assessed as real property;
5. Residential land classified under 520 PCC is assessed with land type II;

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<sup>1</sup> While the Final Determination contains its own facts which the Department of Local Government Finance's ultimate conclusions were based upon, these Defendants are not requesting judicial notice of all of these facts. These Defendants also realize that Plaintiff may dispute the Final Determination's ultimate conclusions, but they are not seeking an adjudication of that decision on the merits either. Instead, these Defendants merely request judicial notice of the fact that Plaintiff made an eight (8) count complaint to the Department of Local Government Finance concerning purported fraudulent activity, and that the Department of Local Government Finance did not find any evidence to support Plaintiff's claims.

6. Individuals are targeted;
7. Field reps are assessing their own property; and
8. House Enrolled Act 1454 is being violated – homeowners are threatened that their assessed values could rise if they appeal.

*See id.*

The Department of Local Government Finance rejected each count. In its detailed analysis, the Department of Local Government Finance did not locate any information or documents to support Plaintiff's claims. *See Exhibit A*, pp. 5-11. In fact, it appears that Plaintiff herself provided the reassessment data for one of the properties she claimed was "targeted" and reassessed outside of the applicable field review period. *See Exhibit A*, pp. 8-9. Ultimately, there was no evidence that Monroe County assessing officials violated Indiana Code § 6-1.1-35.7-3 or 6-1.1-35.7-4(a). *See Exhibit A*, p. 11. Nor was there evidence of any failure to comply with assessment laws which would warrant revocation of assessor-appraiser certifications. *See id.* Consequently, these Defendants respectfully request that the Court take judicial notice of the Department of Local Government Finance's Final Determination which is further examined below.

### **III. STANDARD OF REVIEW.**

Indiana Trial Rule 12(B)(6) permits defendants to move to dismiss a complaint which fails "to state a claim upon which relief can be granted[.]" Deciding a Rule 12(B)(6) motion "turns on the legal sufficiency of the claim and does not require determinations of fact." *Arflack v. Town of Chandler*, 27 N.E.3d 297, 302 (Ind. Ct. App. 2015) (citing *Bellows v. Bd. of Comm'rs of Cnty. Of Elkhart*, 926 N.E.2d 96, 110 (Ind. Ct. App. 2010)). If the allegations of a complaint do not "establish any set of circumstances under which a plaintiff would be entitled to relief," the complaint should be dismissed. *Id.*

When considering a Rule 12(B)(6) motion, "a court should accept as true the facts alleged in the complaint and should not only consider the pleadings in the light most favorable to the

plaintiff, but also draw every reasonable inference in favor of the non-moving party.” *Id.* (citing *Trail v. Boys & Girls Club of Nw. Ind.*, 845 N.E.2d 130, 134 (Ind. 2006)). The court need not accept allegations that are contradicted by other allegations, non-factual conclusory assertions, incorrect statements of law, and legal conclusions. *Trail*, 845 N.E.2d at 134; *Richards & O’Neil, LLP v. Conk*, 774 N.E.2d 540, 547 (Ind. Ct. App. 2002).

#### **IV. LAW AND ARGUMENT.**

##### **a. PLAINTIFF’S AMENDED COMPLAINT FAILS TO STATE A COGNIZABLE CLAIM AGAINST MONROE COUNTY GOVERNMENT.**

Plaintiff’s Amended Complaint does not contain a single factual allegation regarding Monroe County Government. Even if there were factual allegations concerning Monroe County Government asserted therein, Monroe County Government is a non-suable entity.

Under Indiana law, a county is governed by its executive, the Board of Commissioners. Ind. Code § 36-2-2-2. Thus, “in legal contemplation, the board of commissioners is the county.” *Schon v. Frantz*, 156 N.E.3d 692, 700 (Ind. Ct. App. 2020) (internal quotation omitted). Therefore, Monroe County Government is not an entity which is capable of being sued in this case, and should be dismissed.

##### **b. PLAINTIFF’S AMENDED COMPLAINT FAILS TO STATE A COGNIZABLE CLAIM AGAINST MONROE COUNTY COMMISSIONERS.**

Plaintiff’s only allegations against the Monroe County Commissioners are that she reported what she believed to be fraud to the Commissioners (the Department of Local Government Finance has since concluded otherwise), but that she never received any response from the Board. There is no viable cause of action against the Commissioners based upon this alleged fact. Moreover, Plaintiff requests that “all parties be blanketed into one entity under the Monroe Government.”

Amended Complaint, ¶ 45. This request is contrary to applicable Indiana law, particularly given that Plaintiff was admittedly an employee of the Monroe County Auditor's Office at times pertinent to her Amended Complaint.

The County Auditor's Office is created separately from the County and its Commissioners pursuant to Ind. Const. art 6, § 2, which provides that there "shall be elected, in each county by the voters thereof, at the time of holding general elections, a Clerk of the Circuit Court, **Auditor**, Recorder, Treasurer, Sheriff, Coroner, and Surveyor, who shall, severally, hold their offices for four years." (emphasis added). The Auditor is "the fiscal officer of the county." Ind. Code § 36-2-9-2(c).

Given that the Auditor is a separate and distinct entity from the County and its Commissioners, the County Commissioners cannot be liable to Plaintiff because there must be an agency relationship before imputed liability is applicable. *Carver v. Crawford*, 564 N.E.2d 330, 334 (Ind. Ct. App. 1990) (citing *Delk v. Board of Commissioners of Delaware County* (1987), Ind.App., 503 N.E.2d 436). To that end, County Commissioners do not have any control over the acts of separately created offices, such as the sheriff. *Id.* That is because separately created offices, such as the County Auditor, are created by the Indiana Constitution and the powers and duties of the office are established by the legislature. *Id.*

**c. PLAINTIFF'S AMENDED COMPLAINT FAILS TO STATE A COGNIZABLE CLAIM AGAINST BRIANNE GREGORY.**

Plaintiff's Amended Complaint names Brianne Gregory as a Defendant, but does not specify whether the claims asserted against Ms. Gregory are individual capacity or official capacity claims. Plaintiff also names the Monroe County Auditor. Of course, Ms. Gregory is the Monroe County Auditor, as Plaintiff admits in her Amended Complaint. Amended Complaint, ¶ 26. Thus, Plaintiff is arguably asserting individual capacity claims against Ms. Gregory.

Under the Indiana Tort Claims Act, a plaintiff cannot sue a government employee personally if the complaint, on its face, alleges that the employee's acts leading to the claim occurred within the scope of employment. *See* Ind. Code § 34-13-3-5(b); *Bushong v. Williamson*, 790 N.E.2d 467, 471 (Ind. 2003). For purposes of the ITCA, an employee is defined as a person presently or formerly acting on behalf of a governmental entity. Ind. Code § 34-6-2-28(a). A complaint that contains allegations of an employee's conduct within the scope of employment is "an immediate and early indication that the employee is not personally liable." *Bushong*, 790 N.E.2d at 472.

A lawsuit filed against an employee personally must allege that an act or omission of the employee was "criminal, clearly outside the scope of the employee's employment, malicious, willful and wanton, or calculated to benefit the employee personally," and "must contain a reasonable factual basis supporting the allegations." Ind. Code § 34-13-3-5(c).

In the case at bar, there are no allegations that Brianne Gregory clearly acted outside the scope of her employment as the Monroe County Auditor. There are also no allegations of conduct which was criminal, malicious, willful, or wanton. Thus, Plaintiff has failed to assert facts sufficient to support any individual capacity claim against Brianne Gregory.

**d. PLAINTIFF'S AMENDED COMPLAINT FAILS TO STATE A COGNIZABLE CLAIM AGAINST MONROE COUNTY AUDITOR.**

Indiana law generally follows the employment at-will doctrine which permits an employer to terminate an employee's employment at any time for a "good reason, bad reason, or no reason at all." *Cantrell v. Morris*, 849 N.E.2d 488, 494 (Ind. 2006) (citing *Sample v. Kinser Ins. Agency, Inc.*, 700 N.E.2d 802, 805 (Ind. Ct. App. 1998)). The employment at-will doctrine has limits, however. *Id.* The exception to the employment at-will doctrine is that an employee who has been terminated "for exercising a statutory right or for refusing to violate the law has a claim for

wrongful discharge.” *Id.* (citing Ind. Legal Encyclopedia, *Employment* § 45). If a governmental unit or employee is the defendant, then the claim is a tort governed by the ITCA. *Id.*

The same standard applies to claims for retaliatory discharge or termination. That is, a plaintiff must demonstrate that their employment was terminated solely in retaliation for the exercise of a statutory right. *Purdy v. Wright Tree Service, Inc.*, 835 N.E.2d 209, 212 (Ind. Ct. App. 2005).

In the case at bar, Plaintiff does not assert that she was terminated by the Monroe County Auditor for exercising a statutory right or for refusing to violate the law. Instead, Plaintiff alleges that she was terminated for leaving work early when, in fact, she had followed the Auditor’s time off policy and received permission to leave work early. She further asserts that the Auditor “succumbed to the pressure” of the Assessor, Legal Department personnel, and Employee Services Department personnel who demanded Plaintiff’s termination. Amended Complaint, ¶¶ 37, 44. Consequently, there is no nexus between Plaintiff’s termination and her alleged reporting of fraud which is repetitiously discussed throughout her Amended Complaint.

Plaintiff’s claims are, therefore, controlled by Indiana’s employment at-will doctrine. As such, she could have been terminated for a “good reason, bad reason, or no reason at all.” *Cantrell v. Morris*, 849 N.E.2d 488, 494 (Ind. 2006). Stated another way, Plaintiff could have been terminated with or without cause at any time. She was so terminated, and that termination was entirely lawful based upon applicable Indiana law. Consequently, Plaintiff fails to state a claim for wrongful discharge or termination, or for retaliatory discharge or termination.

Plaintiff also fails to state a claim for promissory estoppel which requires an employee to demonstrate that “the employer made a promise to the employee, that the employee relied on that promise to h[er] detriment, and that the promise otherwise fits within the Restatement test for

promissory estoppel.” *Coutee v. Lafayette Neighborhood Housing Services, Inc.*, 792 N.E.2d 907, 911 (Ind. Ct. App. 2003) (citing *Orr v. Westminster Village North, Inc.*, 689 N.E.2d 712, 718 (Ind. 1997)).

Plaintiff asserts that the Auditor enabled retaliation, thereby committing promissory estoppel. This does not establish a promise, or that Plaintiff relied on a promise to her detriment. To the extent that Plaintiff is claiming the Auditor committed promissory estoppel by agreeing to allow Plaintiff to exercise her free speech rights, that claim also fails because there is no allegation that Plaintiff relied upon that promise to her detriment.

**e. THE DEPARTMENT OF LOCAL GOVERNMENT’S FINAL DETERMINATION FURTHER BOLSTERS PLAINTIFF’S FAILURE TO STATE A COGNIZABLE CLAIM VIA HER AMENDED COMPLAINT.**

Under Indiana law, a court “may take judicial notice of a fact.” *Sanders v. State*, 782 N.E.2d 1036, 1038 (Ind. Ct. App. 2003). A fact to be judicially noticed “must be one not subject to reasonable dispute.” *Id.* Thus, a fact must either be “(1) generally known within the territorial jurisdiction of the trial court, or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.” *Id.* (citing Ind. Evidence Rule 201(a)).

Here, the fact that the Department of Local Government Finance issued a Final Determination which rejected Plaintiff’s complaint is a fact which can and should be judicially noticed. The Final Determination bears the seal of the Department of Local Government Finance and is signed by its Commissioner, Jason Cockerill. *See* Exhibit A, pp. 1, 11. The Final Determination was sent to Plaintiff, Judith Sharp, Shelly Jordan, Joni Fishman, and Jeff Shields. *See id.* And as a department of the State, the Department of Local Government Finance is a public agency which is required to maintain and make available writings, papers, reports, studies, or other materials which are created, received, retained, maintained, or filed by or with the Department and

which are not excepted by the Access to Public Records Act. Ind. Code § 5-14-3-2(q)-(r); Ind. Code § 5-14-3-3. Therefore, the Final Determination is inherently capable of accurate and ready determination by sources whose accuracy cannot be reasonably questioned.

In the present case, Plaintiff makes the same claims based upon the same information which was brought before the Department of Local Government Finance. She repetitiously claims that she reported fraudulent activities in the Monroe County Assessor's Office which allegedly went uninvestigated and unreported by the Auditor's Office. Importantly, that purported fraud did not occur within the Auditor's constitutionally-created office, nor did it relate to the Auditor's official duties.

Moreover, as the Department of Local Government Finance's Final Determination demonstrates, there was no actual fraud to investigate, let alone report. In fact, the Department of Local Government Finance concluded that Plaintiff's allegations of fraud were wholly unsupported by the information and documents which she provided. The same holds true here. And with no fraudulent activity to support her claims, these Defendants cannot be liable to Plaintiff as a matter of law.

**f. THERE ARE NO OTHER COGNIZABLE CLAIMS.**

Plaintiff's Amended Complaint arguably includes claims for negligence, bullying, and harassment. Yet, she does not provide any facts to support these claims. There is nothing in the Amended Complaint which details who, when, why, or how these Defendants bullied or harassed Plaintiff. Moreover, there are no allegations which demonstrate that these Defendants breached a legal duty owed to Plaintiff which is required to state a cognizable negligence claim. *See, e.g., Holt v. Quality Motor Sales, Inc.*, 776 N.E.2d 361, 365 (Ind. Ct. App. 2002).

To the extent Plaintiff is seeking to enforce Indiana's Whistleblower Law, Monroe County Ordinances, or Indiana Code § 36-1-8-8, those claims also fail as a matter of law. Plaintiff only alleges that "Defendant" violated these provisions. Given that Plaintiff does not identify the "Defendant" these claims are brought against, these Defendants have not been "sufficiently notified concerning the claim so as to be able to prepare to meet it" as required by Indiana law. *ARC Const. Management, LLC v. Zelenak*, 962 N.E.2d 692, 697 (Ind. Ct. App. 2012) (citation omitted).

Moreover, the "Whistleblower Law" cited by Plaintiff, Indiana Code § 5-11-1-9.5 concerns reports of "suspected malfeasance, misfeasance, or nonfeasance" to the "state board of accounts." Plaintiff alleges that she made a report to the Department of Local Government Finance, but not the State Board of Accounts. Accordingly, the remaining claims which may be construed in Plaintiff's Amended Complaint fail to state a claim upon which relief can be granted as a matter of law.

## **V. CONCLUSION.**

Monroe County Government and Monroe County Commissioners are non-suable entities with regard to Plaintiff's claims asserted against them.

Plaintiff does not plead any facts which support Brianne Gregory's individual liability to Plaintiff.

Plaintiff fails to state a cognizable claim against the Monroe County Auditor because Plaintiff's employment was at-will, and she could have been terminated at any time, with or without cause.

And any remaining claims which may be gleaned from Plaintiff's Amended Complaint do not meet Indiana's notice pleading standard because they fail to sufficiently notify these

Defendants of the claims such that they can reasonably investigate and respond to them.

Given all of the above, Plaintiff has failed to plead factual circumstances which entitle her to legal relief. Consequently, these Defendants respectfully request dismissal of Plaintiff's Amended Complaint in its entirety pursuant to Indiana Trial Rule 12(B)(6).

Respectfully submitted,

*/s/ Justin M. Schaefer*

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Brienne Gregory*

### **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 10<sup>th</sup> day of November, 2025.

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

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*/s/ Justin M. Schaefer*

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