

IN THE
INDIANA COURT OF APPEALS

Case No. _____

STATE OF INDIANA,)	Interlocutory Appeal from the Decatur
)	Superior Court
Plaintiff,)	
)	Trial Court Cause No.:
v.)	16D01-2507-F6-000520
)	
CHRISTIAN A. RUST,)	Hon. Matthew D. Bailey,
)	Judge
Defendant.)	

**DEFENDANT’S UNOPPOSED MOTION TO
ACCEPT JURISDICTION OVER INTERLOCUTORY APPEAL**

The State’s criminal charges against Christian Rust present a consequential question of law: whether the employee benefits the State accuses Mr. Rust of stealing formed part of his authorized compensation as the elected Washington Township Trustee, as shown by the township’s salary ordinance. The Court should grant this unopposed Motion, accept jurisdiction over this interlocutory appeal, and decide this question now. Doing so would promote judicial efficiency by narrowing the allegations against Mr. Rust and save Mr. Rust from the time, uncertainty, and expense of preparing for trial on charges that may be resolved now as a matter of law.

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BACKGROUND

1. Factual History

Mr. Rust was elected trustee of Washington Township, Decatur County in November 2018. He served one term ending on January 1, 2023. Washington Township's legislative body is its Advisory Board, Ind. Code § 36-6-6-2(c), which by law "shall fix the compensation of all officers and employees of the township[.]" IC § 36-6-6-10(c). Pursuant to that mandate, the Advisory Board adopted a 2021 Salary Ordinance at its December 2020 meeting. *See Ex. 1*, Brief in Support of Motion to Dismiss ("MTD Br."), Ex. 1. The 2021 Salary Ordinance provided Mr. Rust a \$27,900 annual salary, an additional fixed sum for his township assistance role, and "max employee benefits" at the "rate of compensation" of \$15,000 per year. An image of the ordinance appears below:

Prescribed by State Board of Accounts

Township Form No. 17 (Rev. 2008)

**RESOLUTION
 ESTABLISHING SALARIES OF TOWNSHIP OFFICERS AND EMPLOYEES**

BE IT RESOLVED, by the Township Board of

Washington Township
Decatur County, Indiana

That pursuant to IC 36-6-6-10 (b), the salaries stated below are fixed for the officers and employees of the township year 2021.

POSITION OF OFFICE	Number of Positions	Rate of Compensation	Per*
Township Trustee	1	27,900.00	year
Township Trustee - Max Employee Benefits	1	15,000.00	year
Township Clerk	1	17,915.00	year
Members of Township Board	3	2,400.00	year
Township Clerk - Part time	1	16.00	hour
Fire Department			
Township Assistance Personnel			
Township Trustee	1	14,100.00	year
Township Clerk	1	20,085.00	year
Investigator - Part time	1	16.00	hour

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MTD Br., Ex. 1. In December 2021, the Advisory Board adopted the 2022 Salary Ordinance, setting identical compensation terms for Rust, including the \$15,000 employee benefit. *See* MTD Br., Ex. 2.¹

The State alleges that on December 31, 2022, Rust presented the township clerk with two invoices: one showing \$18,953.31 in “2021 health expenses paid” and seeking payment of \$15,000 for 2021, and a second showing \$14,881.26 in “2022 health expenses paid” and seeking payment of \$14,881.26 for 2022. **Ex. 2**, Probable Cause Affidavit (“PCA”) at 4. The township then issued Rust a check that covered those two invoices, plus a \$679.40 cell phone reimbursement. *Id.* at 3.

Sixteen days after Mr. Rust left office, his successor in office, Beverly Rivera, filed a complaint against him with the State Board of Accounts (SBOA). *Id.* at 2. In 2023, the Indiana State Police initiated a criminal investigation of Rust based on the referral of the same complaint from SBOA. *Id.*

2. Procedural History

The State filed an Information against Mr. Rust on July 1, 2025, containing four counts, all charged as Level 6 felonies. Count I charged theft, alleging that Mr. Rust “knowingly exert[ed] unauthorized control over the property of Washington Township, Decatur County, Indiana, that being US currency, with the intent to deprive” the township of any part of the use or value of the money. **Ex. 3**, Amended

¹ The Court may take judicial notice of the 2021 and 2022 Salary Ordinances. Ind. R. Evid. 201(b) (“A court may take judicial notice of . . . ordinances of municipalities.”); *City of Crown Point v. Misty Woods Props., LLC*, 864 N.E.2d 1069, 1074 n.2 (Ind. Ct. App. 2007).

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Information, ¶ 1. Count II charged official misconduct, alleging that Mr. Rust, while a public servant, knowingly committed an “offense in the performance of his official duties”—namely, that he “exert[ed] unauthorized control over the property of Washington Township . . . by paying himself for 2021 from funds approved for a different purpose for 2022[.]” *Id.* at ¶ 2.²

On August 13, 2025, Mr. Rust moved to dismiss Counts I and II. Mr. Rust’s Motion argued that Counts I and II are subject to dismissal under Ind. Code § 35-34-1-4(a)(5) because “[t]he facts stated do not constitute an offense.” The Motion turned on a pure question of law: whether—accepting all the State’s factual allegations as true—Mr. Rust’s receipt of the employee benefit payments was “authorized” by ordinance, negating an element of both the theft and the official misconduct charges. *See* MTD Br. 2, 6–17. Mr. Rust separately argued that Count II fails to state an offense with sufficient certainty under IC § 35-34-1-4(a)(4).

The trial court denied the motion to dismiss on October 6, 2025. *See* **Ex. 4** (“Order”). The trial court concluded that neither Count I nor Count II was subject to dismissal under IC § 35-34-1-4(a)(5) because the charging information “tracks the language” of the theft statute for Count I (IC § 35-43-4-2(a)(1)(A)) and the official misconduct statute for Count II (IC § 35-44.1-1-1(1)). Order ¶¶ 7–11. The trial court also concluded that Count II “state[s] the crime with sufficient certainty to allow the

² Counts III and IV, both charging official misconduct, Amended Information ¶¶ 3–4, were not challenged by Mr. Rust’s motion to dismiss or addressed in the Order. The operative Amended Information corrects a numbering error in the original Information.

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defendant to anticipate the evidence at trial and marshal evidence in his defense.”
Id. at ¶ 13.

Mr. Rust filed an unopposed motion to certify the Order for interlocutory appeal on November 5, 2025. The trial court certified the Order for interlocutory appeal on the same day. *See Ex. 5.*

ARGUMENT

This Court frequently accepts jurisdiction over interlocutory appeals of denials of motions to dismiss in criminal cases. *See, e.g., Curtis v. State*, 948 N.E.2d 1143, 1148 (Ind. 2011) (concerning interlocutory appeal of denial of a motion to dismiss that presented a “substantial question of law”); *Miller v. State*, No. 25A-CR-831, 2025 WL 2461437, at *2 (Ind. Ct. App. Aug. 27, 2025) (interlocutory appeal of denial of motion to dismiss official misconduct charge); *J.R.B. v. State*, 244 N.E.3d 439, 442 (Ind. Ct. App. 2024) (reversing denial of motion to dismiss criminal charge on interlocutory appeal); *L.J.K. v. State*, 987 N.E.2d 164, 166 (Ind. Ct. App. 2013) (interlocutory appeal of denial of motion to dismiss raising legal challenge to charges).

The Court should accept jurisdiction here because (1) the Order addresses a substantial legal issue that could dispose of a significant portion of the case, and (2) a decision on this issue now—rather than after trial—gives this Court a certain opportunity to decide an important issue of law that impacts hundreds of township officials, and would prevent Mr. Rust from suffering serious and unnecessary prejudice. *See Ind. R. App. P. 14(B)(1)(c)*. Specifically, Mr. Rust intends to raise the following argument on appeal: that the facts alleged in Counts I and II cannot

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constitute an offense as a matter of law because the employee benefit payments Mr. Rust received were authorized by the unambiguous text of Washington Township's salary ordinances. If Mr. Rust's argument prevails, the case will be narrowed significantly, the parties will avoid the time and expense of trial preparation and trial on the dismissed charges, and Mr. Rust will be free from criminal jeopardy on two felony counts.

1. The Order involves a substantial question of law that is dispositive of Counts I and II.

Mr. Rust's motion to dismiss raised a pure question of law that requires no resolution of factual issues. *See J.R.B.*, 244 N.E.3d at 443 (“[W]e are faced with a question of law as to whether the facts as alleged in the charging document constitute an offense.”). To convict, the State must prove that Mr. Rust's exertion of control over the Township's funds was “unauthorized.” *See* IC § 35-43-4-2(a); IC § 35-44.1-1-1(1) (requiring the knowing or intentional commission of an “offense”—here, theft); IC § 35-31.5-2-215 (“[O]ffense means a crime.”). Mr. Rust's motion argued that his acceptance of the \$29,881.26 in employee benefit payments *cannot* have been “unauthorized” as a matter of law, because it was specifically *authorized*, as part of his compensation, by successive salary ordinances for 2021 and 2022, the two years for which he received payments. MTD Br. 6–12. Mr. Rust further argued that, under statute and case law, his entitlement to that compensation as an elected official for those two years was fixed and unconditional. *Id.* at 9–12. This argument depends on the interpretation of Indiana statutes and township ordinances, which is a legal question for the Court, not a fact finder. *See Siwinski v. Town of Ogden Dunes*, 949

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N.E.2d 825, 828 (Ind. 2011); *Chambers v. Delaware-Muncie Metro. Bd. of Zoning Appeals*, 150 N.E.3d 603, 608 (Ind. Ct. App. 2020).

The State's response relied on a narrower interpretation of IC § 35-34-1-4(a)(5), according to which the facts stated in an information fail to "constitute an offense" only if the State's allegations fail to "track" the elements of the statute under which the defendant is charged. **Ex. 6**, State's Resp. to Mot. to Dismiss, 3. Mr. Rust rejects that interpretation, and he has pointed to authority affirming that it is appropriate for a trial court's inquiry to extend beyond merely whether the State has recited the right language, and that dismissal is appropriate where, as here, the facts alleged are incompatible with criminal liability as a matter of law. *See State v. Bryant*, 4 N.E.3d 808, 809 (Ind. Ct. App. 2014) (noting that the "purpose" of IC § 35-34-1-4(a)(5) is to "aid in a determination of whether an offense has properly been charged against the defendant *as a matter of law*") (emphasis added); *J.R.B.*, 244 N.E.3d at 443–45; *State v. Isaacs*, 794 N.E.2d 1120, 1123 (Ind. Ct. App. 2003). The trial court seemingly endorsed the State's narrower interpretation of the scope of review under § 35-34-1-4(a)(5). Order ¶ 7. But regardless of whether the Order's outcome turns on the trial court's rejection of Mr. Rust's argument on its merits or on the trial court's erroneous construction of the motion to dismiss statute, the Order is ripe for appellate review.

If Mr. Rust's argument is correct, Counts I and II must be dismissed. As the Supreme Court's recent opinion in *Teising v. State*, 226 N.E.3d 780 (Ind. 2024), demonstrates, a charge of theft against an elected official for accepting compensation she is entitled to by ordinance faces—at a minimum—an uphill climb. Mr. Rust's

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Motion raises a weighty, unresolved question of statutory and ordinance interpretation. Under Appellate Rule 14(B), that question is “substantial” because it is fully dispositive of two of the State’s four counts against Mr. Rust. And its early resolution will promote a more orderly resolution of the case. *See, e.g., Chrysler Motors Corp. v. Graham*, 631 N.E.2d 7, 10 n.4 (Ind. Ct. App. 1994) (emphasizing the importance of interlocutory appeals in cases involving questions of law: “it cannot go unnoticed that a substantial amount of time and effort could have been saved had this matter been before us as an interlocutory appeal”). For this reason alone, the Order is well suited to immediate appellate review.

2. Mr. Rust will suffer substantial expense and prejudice if the Order is determined to be erroneous on appeal from final judgment.

If the Order is reversed on appeal from final judgment, Mr. Rust (and the State) will have committed unnecessary time and expense to preparing for trial and trying charges predicated on a set of factual allegations that are irrelevant to the other two counts against Mr. Rust. And Mr. Rust will have suffered the significant harm of being subjected to criminal trial on two felony charges—the two that have garnered by far the most public opprobrium and notoriety for him³—that were later determined to be legally defective. *See State v. D.M.Z.*, 674 N.E.2d 585, 587 (Ind. Ct.

³ *See, e.g.,* Hayleigh Columbo, “From Theft to Wire Fraud: 12 Times Indiana Township Trustees Were Charged in Indiana,” Indianapolis Star (Oct. 30, 2025), available at <https://www.indystar.com/story/news/politics/2025/10/30/twelve-times-indiana-township-trustees-were-charged-in-indiana/86680428007/> (summarizing the case as Mr. Rust being “accused of stealing \$29,000,” without mentioning the other charges). *See also* “Decatur County Trustee Accused of Stealing More Than \$29K,” Fox59 Indianapolis (Jul. 2, 2025), available at <https://fox59.com/news/indycrime/decatour-township-trustee-accused-of-stealing-more-than-29k/>.

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App. 1996) (noting the trial court's obligation, shared with the prosecuting attorney, to "make certain that a person is not erroneously charged" by consideration of motions to dismiss). That is a bell that cannot be unrung.

CONCLUSION

Mr. Rust's Motion, which is unopposed by the State, raises a significant legal issue that can, and should, be fully resolved now, to conserve judicial resources and ensure that Mr. Rust is not subjected to criminal prosecution on allegations that do not constitute an offense as a matter of law. The Court should grant the Motion and accept jurisdiction over the interlocutory appeal of the Order.

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December 4, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on December 4, 2025, the foregoing was electronically filed via the Court's electronic filing system and served via email and first-class U.S. mail on the following parties of record in the trial court.

STATE OF INDIANA
Michael Jared Mahoney (#23053-49)
1215 Race St., Suite 250
New Castle, IN 47362
(765) 529-4614

/s/ Daniel E. Pulliam

EXHIBIT 1

IN THE DECATUR SUPERIOR COURT
STATE OF INDIANA

STATE OF INDIANA,)
Plaintiff,)
)
vs.)
)
CHRISTIAN A. RUST,)
Defendant.)

Case No. 16D01-2507-F6-000520

**MEMORANDUM OF LAW IN SUPPORT
OF DEFENDANT’S MOTION TO DISMISS**

Defendant Christian Rust served the public as Washington Township Trustee for one term from 2019 to 2023 after winning the 2018 election. He had no previous experience in either elected office or the management of a government agency; he sought and won the trustee position not because it was financially lucrative (it was not) or because it offered him opportunities for fame or self-aggrandizement (it did not), but out of a desire to introduce new ideas to the community where he was born and raised. In his four years in office, he learned on the job. He may have made some errors, and he certainly sparked some backlash and earned himself some political enemies. But he did not commit crimes.

Time will show that this is a misguided prosecution—initiated by Mr. Rust’s political adversary and successor in office and perpetuated by the State’s failure to recognize the distinction between the honest mistakes of a first-time officeholder and the intentional wrongdoing of a criminal. The State’s lengthy, stream-of-consciousness Probable Cause Affidavit can be distilled down to these allegations: (1) Mr. Rust accepted two employee benefit payments, one of which was budgeted for the previous year, without submitting backup documentation; (2) the trustee’s office withheld payroll taxes for its employees but did not timely remit them to the State; and (3) Mr. Rust failed to preserve certain Township records. But nothing in the affidavit supports an

inference that Mr. Rust acted with criminal intent, or that he knew any of his actions or omissions were contrary to law—because he did not. These were at most mistakes, not crimes.

To serve in public office is to forgo privacy, to accept resource constraints unheard of in the private sector, to be accountable to voters for your decisions despite those constraints, and to be the subject of a public conversation that, in the age of social media, has fallen to new depths of virulence and coarseness. Adding criminal liability to the disincentives to public office, absent allegations of genuine corruption or intentional wrongdoing, is not just a miscarriage of justice—it is also bad public policy. For an officeholder to press charges against her predecessor in these circumstances is an even greater travesty, transgressing the fundamental principle that political differences in this country and in the State of Indiana are settled by elections, not the criminal justice system.

Some of this must wait for the jury to decide. But not all. These four charges are misbegotten not only because no evidence of criminal intent supports *any* of them, but because *two* of them rest on a fundamental error of law: the notion that an elected trustee can be guilty of theft for accepting compensation to which he is entitled by the plain language of a duly enacted ordinance. This is a legal question which can and should be decided now. Counts I and II of the Amended Information should be dismissed because they do not state an offense even if all the State's factual allegations are true. Count II is also fatally imprecise, failing to give Mr. Rust adequate notice of what wrongs he is accused of committing and what specific criminal statute he is alleged to have violated, and is subject to dismissal for that reason as well.

I. Background

Mr. Rust's term as Washington Township Trustee ended on January 1, 2023. Sixteen days later, on January 17, his successor in office, Beverly Rivera, filed a complaint against him with the

State Board of Accounts (SBOA). Probable Cause Affidavit (“PCA”) at 2. In 2023, the Indiana State Police initiated a criminal investigation of Mr. Rust based on the referral of the same SBOA complaint. *Id.* The State filed an Information against Mr. Rust on July 1, 2025, containing four counts, all charged as Level 6 felonies:

- Count I, for theft, alleges that Mr. Rust “knowingly exert[ed] unauthorized control over the property of Washington Township, Decatur County, Indiana; that being US currency, with the intent to deprive” the Township of any part of the use or value of the money. Amended Information at ¶ 1. Count I further alleges that the property had a value of at least \$750. *Id.*
- Count II, for official misconduct, alleges that Mr. Rust, while a public servant, knowingly committed an “offense in the performance of his official duties”—namely, that he “exert[ed] unauthorized control over the property of Washington Township . . . by paying himself for 2021 from funds approved for a different purpose for 2022[.]” *Id.* at ¶ 2. Count II further alleges that the property had a value of at least \$750. *Id.*
- Count III, for official misconduct, alleges that Mr. Rust, while a public servant, committed the offense of knowingly failing to remit payroll taxes to the State for 2021 and 2022, in violation of IC § 6-3-4-8. *Id.* at ¶ 3.
- Count IV, for official misconduct, alleges that Mr. Rust violated IC § 35-44.1-1-1(4) by knowingly failing to deliver public records and property in his custody to his successor in office. *Id.* at ¶ 4.

The Information was accompanied by a 21-page Probable Cause Affidavit sworn by ISP Detective Matthew Lawrence. On July 3, 2025, the State moved to amend the Information to correct a misnumbering of the counts, which the Court granted. The Amended Information filed

on the same date remains the operative pleading. The Court held an initial hearing on July 2, 2025, at which it set an omnibus date of September 2, 2025.

II. Legal Standard

An information may be dismissed on any of eleven statutory grounds, including that it “does not state the offense with sufficient certainty” or that “[t]he facts stated do not constitute an offense.” IC § 35-34-1-4(a)(4)–(5). Statute further specifies that an information is “defective” if, among other criteria, it fails to conform to minimum notice requirements, which include “citing the statutory provision alleged to have been violated” and “setting forth the nature and elements of the offense charged in plain and concise language[.]” IC § 35-34-1-6(a)(1) (cross-referencing IC § 35-34-1-2(a)). An information, or part of one, that is defective “*shall* be dismissed” on the defendant’s motion, unless the State shows that the defect was immaterial. IC § 35-34-1-6(c) (emphasis added).

In deciding whether an information fails to state facts constituting an offense, the court takes the facts alleged in the information itself, and in the supporting probable cause affidavit, as true. *Basso v. State*, 244 N.E.3d 439, 442–43 (Ind. Ct. App. 2024); *State v. Sturman*, 56 N.E.3d 1187, 1196, 1198 (Ind. Ct. App. 2016). A motion to dismiss is not a proper vehicle for arguing a fact-based affirmative defense or an opportunity for the parties or the Court to usurp the jury’s fact-finding prerogative. *State v. Isaacs*, 794 N.E.2d 1120, 1122–23 (Ind. Ct. App. 2003). Rather, a charge is dismissed where the facts are beside the point—because even if the State proves everything it alleges, it *still* cannot satisfy the statutory definition of the crime charged. *See Smith v. State*, 241 N.E.3d 624, 2024 WL 3518164, at *3 (Ind. Ct. App. 2024) (affirming dismissal where “there was no way the State could obtain a . . . conviction under the applicable statutory scheme”); *State v. D.M.Z.*, 674 N.E.2d 585, 587 (Ind. Ct. App. 1996) (affirming dismissal where “the court

accepted all the material facts as true but concluded that they did not establish, as a matter of law,” liability under the relevant statute). A defense argument that raises a pure question of law, such as the interpretation of a statute or ordinance, is thus appropriate for resolution on a motion to dismiss. *See, e.g., Herron v. State*, 729 N.E.2d 1008, 1010 (Ind. Ct. App. 2000) (reversing denial of a motion to dismiss that turned on a question of statutory interpretation).

A motion to dismiss an information for failure to state the offense with “sufficient certainty” is a challenge to the language of the information itself and likewise does not require the finding of any facts. IC § 35-34-1-4(a)(4). Dismissal is appropriate if the information fails to “state the crime charged in direct and unmistakable terms.” *Wurster v. State*, 708 N.E.2d 587, 595 (Ind. Ct. App. 1999). Any reasonable doubt as to the certainty of the offense charged must be resolved in the defendant’s favor. *Id.*; *see also Lewis v. State*, 413 N.E.2d 1069, 1072 (Ind. Ct. App. 1980) (“When there is even a reasonable doubt as to what offenses are set forth” in the charging instrument, “that doubt must be resolved in favor of the defendant ...”).

III. Argument

Count I charges Mr. Rust with theft of Washington Township’s money for receiving two payments totaling approximately \$30,000, both of which the Township’s governing body had voted him to receive in the successive salary ordinances for 2021 and 2022. To describe this charge is to refute it: convicting Mr. Rust would require the State to prove that a payment *expressly authorized* by ordinance was “unauthorized.” In simpler terms, Count I accuses Mr. Rust of stealing money he was entitled to receive. Because the offense cannot be proven as a matter of law, the charge of theft must be dismissed.

Count II is less precise, but it *appears* to rest on a subset of the same factual allegations, charging that Mr. Rust committed an unspecified offense by receiving his 2021 employee benefit

check in 2022. To the extent that the State alleges the predicate offense for this official misconduct charge is theft—or the lesser offense of conversion—it must be dismissed for the same reason as Count I. Because it does not inform Mr. Rust of the elements of the crime of which he is accused, Count II is independently subject to dismissal for its failure to state the offense with sufficient certainty.

A. Count I fails because the facts alleged cannot constitute the crime of theft.

1. Mr. Rust’s receipt of the employee benefit check was not “unauthorized” as a matter of law.

A person commits theft when he “knowingly or intentionally exerts unauthorized control over property of another person, with intent to deprive the other person of any part of its value or use[.]” IC § 35-43-4-2(a). In relevant part, the theft statute defines “unauthorized” control as being “without the other person’s consent” or “in a manner or to an extent other than that to which the other person has consented.” IC § 35-43-4-1(b)(1)–(2). If the defendant’s control of the property is authorized—or put another way, if the property rightfully belongs to the defendant—then there has been no theft as a matter of law. *See Basso v. State*, 244 N.E.3d 439, 444-45 (Ind. Ct. App. 2024) (trial court abused its discretion in denying motion to dismiss where undisputed facts were inconsistent with an element of the charged offense); *Wurster v. State*, 708 N.E.2d 587, 594 (Ind. Ct. App. 1999) (indictment predicated on wrongful acceptance of money—in that case, for bribery—is subject to dismissal where the acceptance of the funds was “authorized by statute”). The theft statute’s scope is strictly construed against the State. *State v. McGraw*, 480 N.E.2d 552, 553 (Ind. 1985). “Even though an act may fall within the spirit of a statute, it will not constitute a crime unless it is also within the words of the statute.” *Herron v. State*, 729 N.E.2d 1008, 1010 (Ind. Ct. App. 2000).

Count I is predicated on the allegation that by receiving two employee benefit payments totaling \$29,881.26, Mr. Rust exerted unauthorized control over Washington Township’s property. Amended Information at ¶ 1; PCA at 3. Washington Township’s legislative body, with ultimate authority over the Township’s funds, is its three-member Advisory Board (“Board”). See IC § 36-6-6-2(c). Here, the question of whether the Board consented to Mr. Rust’s receipt of these funds—or whether he received them in a way that exceeded or contravened the Board’s consent—turns on the interpretation of Township ordinances, which is a pure question of law appropriate for resolution on a motion to dismiss. See *Siwinski v. Town of Ogden Dunes*, 949 N.E.2d 825, 828 (Ind. 2011). That legal analysis, conducted in accordance with Indiana statutory interpretation principles and informed by governing statutes, establishes that Mr. Rust **cannot** have committed theft on the facts alleged, for two reasons. **First**, two successive salary ordinances specifically authorized Mr. Rust to receive these payments as part of his compensation for 2021 and 2022, respectively. **Second**, neither state law nor those salary ordinances condition his receipt of the benefit payments on anything other than his occupying the office of trustee.

a. Washington Township’s 2021 and 2022 Salary Ordinances specifically authorized Mr. Rust to receive the employee benefit payments.

Indiana law provides that the township legislative body “**shall fix** the compensation of all officers and employees of the township . . . using an annual, monthly, or biweekly salary schedule.” IC § 36-6-6-10(c) (emphasis added). The same statute defines the term “compensation” for an elected township officer like Mr. Rust broadly, to include not only salary, but the “total of all money paid . . . for performing duties as a township officer, regardless of the source of funds from which the money is paid,” and expressly including “all **employee benefits** paid to an elected township officer.” IC § 36-6-6-10(b) (emphasis added); see also *Caldwell v. Dep’t of Local Gov’t Fin.*, 863 N.E.2d 21, 2007 WL 731336, at *2 (Ind. T.C. 2007) (noting that “‘compensation’ is,

generally, a broad concept that encompasses *any* form of remuneration paid in exchange for services,” and that “‘fringe benefits’ and ‘salaries’ are categories, or types, of compensation”) (emphasis original).

Under IC § 36-6-6-10, the Board unanimously adopted a “Resolution Establishing Salaries of Township Officers and Employees” for the year 2021 (the “2021 Salary Ordinance”) at its December 2020 meeting. The full 2021 Salary Ordinance is attached to this Memorandum as **Exhibit 1**. That Ordinance, printed on a form provided by SBOA, was signed by all three members of the Board, attested by Mr. Rust as the trustee, and dated December 8, 2020. It provided that the trustee was entitled to a salary of \$27,900 per year, to an additional fixed sum for his Township assistance role, and to “max employee benefits” at the “rate of compensation” of \$15,000 per year. An image of the relevant portion of the 2021 Salary Ordinance appears below:

Prescribed by State Board of Accounts

Township Form No. 17 (Rev. 2008)

**RESOLUTION
ESTABLISHING SALARIES OF TOWNSHIP OFFICERS AND EMPLOYEES**

BE IT RESOLVED, by the Township Board of

_____ Washington _____, Township
_____ Decatur _____, County, Indiana

That pursuant to IC 36-6-6-10 (b), the salaries stated below are fixed for the officers and employees of the township year 2021.

POSITION OF OFFICE	Number of Positions	Rate of Compensation	Per*
Township Trustee	1	27,900.00	year
Township Trustee - Max Employee Benefits	1	15,000.00	year
Township Clerk	1	17,915.00	year
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Township Clerk - Part time	1	16.00	hour
Fire Department			
Township Assistance Personnel			
Township Trustee	1	14,100.00	year
Township Clerk	1	20,085.00	year
Investlgator - Part time	1	16.00	hour

Ex. 1.

In December 2021, the Board adopted the 2022 Salary Ordinance, setting identical compensation terms for Mr. Rust, including the same \$15,000 employee benefit. A full copy of the 2022 Salary Ordinance is attached to this Memorandum as **Exhibit 2**.¹

The Township, by ordinance, thus *explicitly authorized* Mr. Rust to receive up to a \$15,000 “employee benefit” as part of his compensation for each of the years 2021 and 2022. Taking the facts alleged by the State as true, Mr. Rust’s receipt of the \$29,881.26 the State now accuses him of stealing was in full compliance with the plain text of the Board’s authorization. On December 31, 2022, Mr. Rust presented the Township clerk with two invoices: one showing \$18,953.31 in “2021 health expenses paid” and seeking payment of \$15,000 for 2021, and a second showing \$14,881.26 in “2022 health expenses paid” and seeking payment of \$14,881.26 for 2022. PCA at 4. The Township then issued Mr. Rust a check that covered those two invoices, plus a \$679.40 cell phone reimbursement.² *Id.* at 3.

b. The Board’s authorization of Mr. Rust’s employee benefit was not only unambiguous, but unconditional.

Indiana law treats elected officials differently than other public employees with respect to compensation. “An [elected] office, as distinguished from an employment, is a position for which the duties are continuing and are created by law[.]” *Lake County v. State ex rel. Manich*, 631 N.E.2d 529, 535 (Ind. Ct. App. 1994). It is not by “force of contract which entitles an elected

¹ The Court may take judicial notice of the 2021 and 2022 Salary Ordinances. Ind. R. Evid. 201(b) (“A court may take judicial notice of . . . ordinances of municipalities.”); *City of Crown Point v. Misty Woods Props., LLC*, 864 N.E.2d 1069, 1074 n.2 (Ind. Ct. App. 2007). Even if the Court were to treat the existence or contents of the ordinances as fact questions, those questions are undisputed. The ISP investigative file includes copies of both ordinances’ text, and their existence is acknowledged in the Probable Cause Affidavit. *See, e.g.*, PCA at 8 (referencing the “line item ‘employee benefit’” in the ordinances).

² In a noteworthy exercise of restraint, the State does not appear to be alleging that Mr. Rust also stole the cell phone reimbursement money from the Township.

official to a salary; rather, the law attaches the salary to the office[.]” *Id.*; *see also* 67 Corpus Juris Secundum § 373 (noting that the terms salary and compensation are generally interchangeable in state statutes, and that “[a] salary attaches to the office, and the individual holding that office[] is entitled to the salary provided for that office”). The statute governing township trustee compensation in Indiana tracks with this principle from caselaw, providing that “[a]n elected township officer is not required to report hours worked and **may not be compensated** based on the number of hours worked.” IC § 36-6-6-10(c) (emphasis added). Statutes governing the compensation for other elected local government officials use nearly identical language. *See* IC §§ 36-2-5-13(b) (elected county officials), 36-5-3-2(b) (elected town officials), 36-4-7-2(b) (elected city officials). An elected official’s right to the compensation authorized by the legislative body, including an employee benefit, derives from the voters’ mandate and continues as long as that elected official remains in office. The right to that compensation does not depend on the quality of the elected official’s work, hours worked, or the submission of sufficiently detailed invoices for payment. *See Hilligoss v. LaDow*, 368 N.E.2d 1365, 1368 (Ind. 1977) (concluding that an employee benefit is “an integral part of the compensation package”).

The Indiana Supreme Court explored the linkage between elected office and the right to compensation last year in *Teising v. State*, 226 N.E.3d 780 (Ind. 2024). There, the State convicted a township trustee of theft for continuing to receive her salary after she had moved out of the township to work remotely during the COVID-19 pandemic—making her, according to the State, constitutionally ineligible for office. 226 N.E.3d at 781–82. Yet the Supreme Court vacated the trustee’s conviction, holding that even if she had forfeited her right to office by leaving the township, she could not be guilty of theft because there was “no evidence [she] believed the

paychecks she received did not belong to her.” *Id.* at 784.³ In so holding, the Court observed that the State had “skipped a step” by prosecuting the trustee for theft of her own salary before removing her from office in a civil *quo warranto* action; in other words, the reason the trustee had justifiably believed she remained entitled to her trustee salary was that she remained the trustee. *Id.* at 784–85.

As *Teising*’s reasoning affirms, the only way an elected official can be guilty of “stealing” his own legislatively authorized compensation is if he is no longer the rightful officeholder. *Cf.* 226 N.E.3d at 787 (noting that prosecution might have been justified if “an officeholder retained funds they knew were paid improperly *after their term expired*”) (emphasis added). The position of an elected officer stands in contrast to that of other public employees, who may indeed be criminally charged for unjustly receiving forms of compensation that were conditioned on their working a certain number of hours or submitting certain documentation. *Cf. Bowman v. State*, 573 N.E.2d 910, 911 (Ind. Ct. App. 1991) (where police officer was charged with theft and official misconduct for overpayment based on false reports of having worked eight-hour days, the State had a burden of “proving beyond a reasonable doubt that [defendant] was paid by the City *based upon his reports of the hours he worked*”) (emphasis added); *Kinnon v. State*, 908 N.E.2d 666, 668–69 (Ind. Ct. App. 2009) (affirming theft and official misconduct conviction for FSSA employee who received mileage reimbursement based on falsified mileage reports).

Indiana courts apply the same plain-text construction to ordinances as they do to statutes. *Chambers v. Delaware-Muncie Metro. Bd. of Zoning Appeals*, 150 N.E.3d 603, 608 (Ind. Ct. App. 2020). “The express language of the ordinance controls,” *id.*, and courts will not stray from the

³ Mr. Rust’s lack of criminal intent is a factual question not presented by this Motion, but the parallels between the prosecutorial overreach the Supreme Court chastened in *Teising* and the theft charges against Mr. Rust are compelling.

plain text to read additional “requirements” into an ordinance, *see Mitchell v. State*, 813 N.E.2d 422, 429 (Ind. Ct. App. 2004). *See also State v. Parrott*, 69 N.E.3d 535, 540 (Ind. Ct. App. 2017) (courts “may not read into a statute a restriction that the legislature did not include”). The 2021 and 2022 Salary Ordinances are unambiguous, and they authorized Mr. Rust to receive the employee benefit for both years, without qualification. *See Ex. 1; Ex. 2*. The ordinances did not state that the benefit was contingent on Mr. Rust’s proving to the Board that he had obtained a health insurance policy, on his submission of backup documentation, or on the satisfaction of any other condition.

This plain language accords with Indiana law, which mandates that the trustee’s compensation is to be “fixed” by the township legislative body, IC § 36-6-6-10(c). And it accords with the background principle that an elected official’s receipt of his compensation can be “unauthorized” only when he ceases to hold office. *Manich*, 631 N.E.2d at 535. The salary ordinances are irreconcilable with charges of theft against Mr. Rust as a matter of law.

2. The State’s other factual allegations are irrelevant to the legal question of whether the salary ordinances authorized the payments.

The State’s factual allegations do not, and could not, alter the plain language of Indiana statute or the 2021 and 2022 Salary Ordinances. Instead, the State relies on the opinions of two witnesses, Mr. Rust’s successor in office Beverly Rivera and Board member James Stewart, who *believe* that Mr. Rust’s actions were inconsistent with an *unwritten* understanding that the “employee benefit” the Board authorized was to be paid only as reimbursement of a health insurance premium. These witnesses’ factual narratives have no impact on the legal question presented by this Motion; their personal interpretations of the law have no impact at all.

In interpreting an ordinance, like any other legislation, the text is what counts. *State v. Neukam*, 189 N.E.3d 152, 155 (Ind. 2022). Because it is impossible to know the collective

“purpose” or “motive” of a multi-member legislative body except through the text it adopts by majority rule, courts in Indiana “do not impute the opinions of one legislator, even a bill’s sponsor, to the entire legislature unless those views find statutory expression.” *McNeil v. Anonymous Hosp.*, 219 N.E.3d 789, 799 (Ind. Ct. App. 2023); *City of Huntingburg v. Phoenix Nat. Res., Inc.*, 625 N.E.2d 472, 475 (Ind. Ct. App. 1993) (“The motive of an individual legislator . . . cannot be imputed to the entire legislature . . .”).

James Stewart, who was a member of the Board during Mr. Rust’s tenure as trustee, submitted an affidavit to SBOA that is excerpted in the State’s Probable Cause Affidavit. Mr. Stewart’s affidavit recites that the Board “had put in a line item for \$15,000 for 2021 and 2022 to purchase health insurance with the *expectation* that Christian bring a health insurance policy to the [B]oard for approval.” PCA at 3 (emphasis added). But neither that “expectation” nor the condition that the employee benefit could be used only to purchase health insurance appears anywhere in either ordinance’s text, and Indiana law does not recognize the unstated assumptions of legislative bodies. *Ramey v. Ping*, 190 N.E.3d 392, 403 (Ind. Ct. App. 2022) (“[W]e may not add new words to a statute which are not the expressed intent of the legislature.”).⁴ Mr. Stewart also opined that Mr. Rust “should [not] have” received the \$29,886.21 check for the 2021 and 2022 employee benefits, because Mr. Rust did not use it to pay for a health insurance premium. PCA at 11. To the extent this is an allegation that Mr. Rust’s receipt of the funds was unauthorized by the Township, Mr. Stewart cannot speak for the multi-member Board, and his personal interpretation of the

⁴ The PCA also cites Mr. Stewart’s recollection that the Board “communicat[ed], [t]his was to pay for premium on a health insurance policy.” PCA at 11. But again, the Board “communicates” only through what it adopts in writing by majority vote. There is no allegation, and no documentary evidence, that the Board ever expressly conditioned its authorization of the \$15,000 employee benefit for Mr. Rust in any way, including the requirement that it could only be used to pay a health insurance premium.

Board's ordinances is irrelevant. *See Utility Ctr., Inc. v. City of Ft. Wayne*, 868 N.E.2d 453, 459 (Ind. Ct. App. 2007).

Beverly Rivera, Mr. Rust's successor in office, had no role on the Board or in Township government during the 2021-22 period in question, making her interpretive theories even less persuasive. In her initial SBOA complaint, Ms. Rivera alleged that the Board "had approved a line in the salary ordinance for employee benefits with the *stipulation* that it was to pay the premium of a health insurance policy." PCA at 2 (emphasis added). Like Mr. Stewart's "understanding," Ms. Rivera's "stipulation" finds no expression in any written enactment of the Board. When the State's investigator asked Ms. Rivera how, as a private citizen in 2021-2022, she knew about this "stipulation," she stated that she was an audience member at the December 2021 Board meeting at which the 2022 Salary Ordinance was approved; she recalled that the Board had a "conversation" with Mr. Rust to the effect that "you [Mr. Rust] never got the [insurance] policy last year[. W]e'll go ahead and put it in the budget again this year for you to get the policy." PCA at 14. Ms. Rivera also claimed that she was present at the December 2022 Board meeting at which the 2023 Salary Ordinance was approved, and that she heard Mr. Rust say that he had "never used" the employee benefit, so "we're not putting it in [the salary ordinance]" for 2023. *Id.* She acknowledged that the Board minutes did not substantiate her recollection of these verbal exchanges—but cast the blame on the Board for "never wr[iting] good minutes." *Id.* Even if Ms. Rivera's testimony were not inadmissible hearsay, and even if any record of these unwritten Board "conversations" existed, Indiana law specifically precludes the use of video or audio recordings of legislative proceedings as evidence of legislative intent. IC § 2-5-1.1-15 ("Audio or video coverage provided under section 12.1 of this chapter does not constitute an expression of the legislative intent, purpose, or meaning of an act enacted or resolution adopted by the general assembly unless")

incorporated into the law and certified for accuracy); *McNeil*, 219 N.E.3d at 799. Moreover, even if Board minutes *were* consistent with Mr. Stewart’s or Ms. Rivera’s restrictive interpretations of the Board’s intent, such legislative history materials do not alter the interpretation of unambiguous legislative text. *Adams v. State*, 960 N.E.2d 793, 798 (Ind. 2012) (“[W]e need not delve into legislative history if no ambiguity exists.”); *Tom James Co. v. Zurich Am. Ins. Co.*, 221 N.E.3d 1261, 1271-72 (Ind. Ct. App. 2023) (citing *Adams*, refusing to consider legislative history in interpretation of an unambiguous statute).⁵

What the Board did or did not authorize Mr. Rust to receive as compensation for 2021 and 2022 is a question of law, not fact. *See Story Bed & Breakfast, LLP v. Brown Cnty. Area Plan Comm’n*, 819 N.E.2d 55, 65 (Ind. 2004). Taking the entire factual account in the State’s Probable Cause Affidavit as true would not usurp the Court’s prerogative to resolve that question of law and would not undermine the resulting conclusion that the facts alleged do not constitute theft.

B. Count II fails because Mr. Rust’s receipt of the 2021 check in 2022 does not render the payment unauthorized and the State alleges no other predicate offense.

Count II is not well pleaded, but it appears to focus more narrowly on Mr. Rust’s 2021 employee benefit, alleging that he committed an unspecified offense by “paying himself for 2021 from funds approved for a different purpose for 2022.” Amended Information at ¶ 2. Nothing in the plain text of the 2021 Salary Ordinance indicates that Mr. Rust’s authorization to receive the \$15,000 employee benefit for that year expired on December 31, 2021. *See Ex. 1*. Likewise, nothing in the Probable Cause Affidavit alleges that the Board’s authorization was contingent on

⁵ Ms. Rivera alleges that the December 2021 Board minutes reflect Mr. Rust’s comment that he had not yet obtained health insurance but was “still working on that.” PCA at 14. If the Court were to construe the salary ordinances as ambiguous and look to Board minutes to inform its theory of the Board’s intent, which it should not, Mr. Rust’s alleged comment does not support any particular interpretation of the ordinance text—other than the common-sense conclusion that a health insurance policy could be encompassed by the “employee benefit” the Board had voted to give Mr. Rust.

Mr. Rust receiving the benefit payment in the calendar year 2021. And no legal authority supports the State’s apparent premise that a township paying its trustee part of his 2021 compensation out of the wrong budget category constitutes theft *by the trustee*.⁶ To the extent Count II is based on a theory that Mr. Rust committed theft (or even conversion) of the 2021 employee benefit, it is subject to dismissal for the same reason as Count I: the payment was authorized as a matter of law.

If, on the other hand, Count II rests on another theory of liability, it is subject to dismissal for two independent reasons. First, as discussed below, it is defective in form, for failure to state an offense with sufficient certainty. Second, it is defective in substance, because the facts alleged in the Amended Information and the Probable Cause Affidavit do not map onto any other cognizable underlying offense. *See Basso*, 244 N.E.3d at 445 (affirming dismissal of an official misconduct charge predicated on perjury, reasoning that “[b]ecause we conclude that the facts of this case do not constitute perjury, the facts necessarily do not constitute official misconduct”).

Conviction of official misconduct under the prong of the statute charged in Count II requires proof that the defendant, while a public servant, committed an “offense”—defined as a crime. IC §§ 35-44.1-1-1(1), 35-31.5-2-215 (“[O]ffense means a crime.”); *State v. Hardy*, 7 N.E.3d 396, 401 (Ind. Ct. App. 2014) (“A charge for [official] misconduct must rest upon ***criminal behavior*** that is related to the performance of official duties.”) (quotation omitted; emphasis original). In suggesting Mr. Rust committed an offense by accepting his 2021 employee benefit compensation too late, or out of the wrong budget fund, the State seeks to criminalize what is—if its allegations are true—an administrative error. As in *Teising*, that would be a “controversy for the civil law, not the criminal law,” even if the State finds it “outrageous” that Mr. Rust did not

⁶ If anything, legal authority points in the other direction, affirming that a local government has a “mandatory duty” to pay employees compensation fixed by the legislative body “whether or not there is an appropriation” in the budget. *City of Gary v. State ex rel. Paris*, 406 N.E.2d 1247, 1249 (Ind. Ct. App. 1980).

take his 2021 employee benefit until the end of his term. 226 N.E.3d at 786. *See also Herron*, 729 N.E.2d at 1010 (affirming that no crime may be charged unless the conduct violates the “words” of a statute, not just its “spirit”). The State may believe that the Township, or Mr. Rust himself, violated SBOA guidance and could be civilly liable under IC § 5-11-5-1; the State may believe that the Township or Mr. Rust contravened local government budgeting or accounting rules. But without alleging facts that constitute a specific *crime* under Indiana law, Count II cannot stand.

C. Count II fails to state the offense of official misconduct with sufficient certainty.

Mr. Rust has a constitutional right to know the “nature and cause of the accusation against him.” Ind. Const., Art. 1, § 13; *see also* U.S. Const., Am. VI (“In all criminal prosecutions, the accused shall enjoy the right . . . to be informed of the nature and cause of the accusation . . .”). That right is elaborated by statute, which mandates that for each offense, an information must cite “the statutory provision alleged to have been violated” and state “the nature and elements of the offense charged in plain and concise language[.]” IC § 35-34-1-2(a)(3)–(4). An information that fails to satisfy these criteria is “defective” and subject to dismissal, as is any information that “does not state the offense with sufficient certainty.” IC § 35-34-1-4(a)(4). These provisions reflect the “basic constitutional premise that a person cannot incur the loss of liberty for an offense without notice and a meaningful opportunity to defend”; absent “sufficient notice that a *particular* offense is charged, a defendant cannot be convicted of that crime.” *Lewis v. State*, 413 N.E.2d 1069, 1071 (Ind. Ct. App. 1980) (emphasis added). Any reasonable doubt as to what a charge includes must be resolved in favor of the defendant. *Wadle v. State*, 151 N.E.3d 227, 251 (Ind. 2020).

Count II violates that principle of procedural fairness. It charges Mr. Rust under subsection (1) of the official misconduct statute, which requires proof that he, while a public servant, committed a crime in a manner related to the performance of his official duties. IC § 35-44.1-1-

1(1); *Hardy*, 7 N.E.3d at 401. For a two-layered charge such as this, where conviction will require proving the elements of the predicate offense as well as the nexus to the official acts of a public servant, any statement of the “nature and elements of the offense charged” must notify the defendant of the underlying crime of which he is accused. *See* 42 Corpus Juris Secundum § 168 (“Where the commission of an underlying offense is requisite for the commission of a second offense, the information must also contain elements of the underlying offense.”); *see also, e.g., People v. Miles*, 422 N.E.2d 5, 9 (Ill. App. Ct. 1981) (where conviction for “armed violence” charge required proof that the defendant had committed an underlying offense, the elements of that offense must be included in the charging information). In contravention of this requirement—and in contrast to Count III of the same document, *see* Amended Information ¶ 3 (expressly citing IC § 6-3-4-8 as the underlying offense)—the Amended Information is silent on this crucial question. The only clue it gives is to allege that Mr. Rust “exert[ed] unauthorized control over the property of Washington Township.” *Id.* at ¶ 2. But the exertion of unauthorized control is a required element of multiple criminal statutes, including both theft and conversion. *See* IC §§ 35-43-4-2(a) (theft), 35-43-4-3(a) (conversion). Even assuming those were the only two possible charges, the distinction is material: theft, unlike conversion, requires the additional element of the defendant’s “intent to deprive” the victim of the property’s use. IC § 35-43-4-2(a). Mr. Rust’s ability to “prepare an appropriate defense” depends on knowing the factual elements the State must prove against him beyond a reasonable doubt. *See Johnson v. State*, 194 N.E.3d 98, 114 (Ind. Ct. App. 2022). Because it does not afford him constitutionally mandated notice by stating the crime charged “in direct and unmistakable terms,” *Wurster*, 708 N.E.2d at 595, Count II is subject to dismissal under IC § 35-34-1-4(a)(1) & (4).

IV. Conclusion

The State's principal allegation is that Mr. Rust wrongfully received about \$30,000 from Washington Township at the end of his tenure as trustee. This theory is doomed at trial by Mr. Rust's demonstrable lack of criminal intent. But it fails for another fundamental reason: the law requires the Board to set Mr. Rust's compensation, the Board included an employee benefit in his compensation for both 2021 and 2022, and that authorization was unqualified. On no set of facts can this benefit have been "unauthorized" to a sitting trustee; on no set of facts can Mr. Rust have committed theft for accepting it. Count I therefore fails because its allegations do not constitute an offense. If Count II is based on the same theory, it fails for the same reason; if it is based on another theory, it fails to say so. Either way, it does not give Mr. Rust the fair notice that the federal constitution, the state constitution, and Indiana law demand. Counts I and II should be dismissed.

Respectfully submitted,

/s/ Daniel E. Pulliam

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Exhibit 1

Exhibit 2

EXHIBIT 2

16001-2807-FL-520

STATE OF INDIANA)
) SS:
COUNTY OF DECATUR)

IN THE DECATUR COUNTY COURT

STATE OF INDIANA)
)
VS.)
)
CHRISTIAN A RUST)

FILED
JUL - 1 2025

Jane L. Howell
CLERK DECATUR CIRCUIT SUPERIOR COURT

AFFIDAVIT FOR PROBABLE CAUSE

The undersigned, being first duly sworn upon his oath, deposes and says upon information and belief that Christian A Rust has committed the offenses of **Count 1: Theft, a Level 6 Felony, Count 2: Official Misconduct, a Level 6 Felony, Count 3: Official Misconduct, a Level 6 Felony, Count 4: Official Misconduct, a Level 6 Felony**, and in support thereof says as follows:

1. That this affiant is an Investigator for the Indiana State Police.
2. That attached hereto and made a part hereof is Incident Report No. 23ISPC017426, which includes the narrative of this affiant.
3. That the above-described events took place in Decatur County, Indiana.

/s/ Matt Lawrence
Matt Lawrence
Indiana State Police

Subscribed and sworn to before me this 1st day of July, 2025.

My commission expires:
December 31, 2026

/s/Richard D. Culver
Richard D. Culver
Special Prosecuting Attorney

On October 31, 2023, I, Indiana State Police Detective Matthew Lawrence with the Special Investigations Section met with State Board of Accounts (hereinafter "SBOA") Cole Wesley (hereinafter "Wesley") in reference to a special investigation that Wesley was conducting involving Christian Rust, white male DOB: 04/10/1989/ herinafter "Rust", the former Washington Township Trustee. Wesley advised the SBOA had received a complaint from the current Washington Township Trustee, Beverly Rivera on January 17, 2023. Rivera's complaint alleged that Rust had been paid his annual salary in 2021 and 2022 in the amount approved on the salary ordinance Form 17, but that Rust paid himself an additional \$30,000 on 12/31/22; his final day in office and labeled the payment as health benefits for 2021 and 2022. The Washington Township Advisory Board had approved a line in the salary ordinance for employee benefits with the stipulation that it was to pay the premium of a health insurance policy. When asked in a board meeting, Rust stated that he had not found a health insurance policy. Rust had not submitted documentation of a health insurance policy premiums. Further, Riveria reported that Rust failed to withhold any payroll tax deductions from the 12/31/22 payment to himself.

In addition, Rivera reported that between 12/29/22 and 12/31/22, Rust erased all files from some township computers and some files from other computers. Rust also instructed Summit Microsystems, the company that had been performing daily backups for the township, to stop doing backups and destroy all old backups. Summit Microsystems did this, as instructed by Rust. Rivera reported the township was missing needed records. Riveria also reported that Rust had withheld Indiana State and local taxes for 2020, 2021 and 2022, but failed to remit those taxes until 12/31/22.

Wesley showed me a copy of Washington Township Trustee check #8304. Said check was for \$30,560.66. The date on the check was December 31, 2022, and the check had "2021 Healthcare" on it. Wesley said the checked cleared on January 4, 2023.

I asked how he knew that Rust was not entitled to the aforesaid check for the purpose of Healthcare Benefits. Wesley said the State requires any governmental unit, if they are purchasing healthcare, to purchase healthcare with the government units name and a group policy. Wesley requested documentation for any insurance premium, but Rust did not provide any evidence of payment of an insurance policy.

Wesley provided a witness affidavit of James Stewart, Washington Township Advisory Board President. Omitting the formal parts; said affidavit stated:

#3. In the summer of 2020, Christian Rust, Washington Township Trustee, proposed including a line item for \$15,000 in the 2021 budget for the purchase of Health Insurance. Christian would investigate getting added to the health insurance plan for the employees of Decatur County. The township board discussed that health insurance would be a good benefit to provide.

#4. \$15,000 was included in the 2021 budget presented in the September 2020 meeting.

#5. At the Washington Township Advisory Board meeting on December 8, 2020, Christian Rust explained that he is still seeking health care insurance and having troubles finding something affordable. I recall that an option with Decatur County employee health plan would cost the township \$45,000 and this was not in our budget.

#6. \$15,000 was included in the 2022 budget presented in the September 2021 meeting even though Christian Rust had not found health insurance within our budget.

#7. Without discussing it with the Township Board, Christian Rust reduced the 2023 budget presented in September 2022 to the level of the 2019 budget. I met with Christian in October 2022 to prepare a revised budget for the Board to submit for 2023. When going through this process, I proposed not including a line item for health insurance since we were not able to find affordable health insurance for 2021 and 2022. At this time, Christian did not mention anything to me that he planned to reimburse himself for health costs from 2021 and 2022.

#8. The Township Board had put in a line item for \$15,000 for 2021 and 2022 to purchase health insurance with the expectation that Christian bring a health insurance policy to the board for approval. We didn't approve reimbursing Christian or any other employee for non-insurance health care costs they incurred.

Wesley spoke with James Stewart and Beverly Rivera, and both said that a policy was not presented for approval.

On April 1, 2024, I spoke with Rust. Rust agreed to an interview with myself, a SBOA investigator, and his attorney. I asked Rust if he bought insurance with the \$30,000 dollar check; to which Rust replied that it was in the salary ordinance, that it was not an insurance "thing".

On June 4, 2024, SBOA Field Investigator Wesley and I met with Rust and his attorney, Aaron Freeman, (hereinafter "Freeman"). I advised Rust of his Miranda Warnings, and he signed a Waiver of Rights form. Rust said that he was the Washington Twp Trustee from 2019 through 2022.

Rust said he was familiar with the \$30,560.66 check. I showed Rust the receipt for check #8304, dated 12/31/22. In reference to this check, Rust said that:

1. \$679.40 was for cell phone reimbursement,
2. he initially did not know what the \$14,881.26 was for, and
3. that the Twp Fund/Employee Benefit \$15,000 was part of his salary.

I asked Rust what part of his salary that was, and Rust replied that it was part of his salary that was included in his salary for 2021 and 2022.

I again asked Rust to specify what part of his salary that was for. Rust replied, "this says health benefit, Employee Health Benefit". Rust said that it was part of his salary for 2022.

I asked Rust if that was supposed to be cash compensation or was that a benefit. Rust explained that in 2019 his salary was about \$19,500. Rust said that he worked more hours and spoke with the Township Board and explained that the salary needed to be increased. Rust said that the Board approved of a larger salary for 2020, which Rust said was approximately \$42,000. Rust said that Jim Stewart, Ed Dwenger, and Leon Johnson were on the Board in 2019 and that they approved a higher salary. Rust said this was recorded in minutes.

Rust said his salary was approx. \$42,000 in 2020, and did not include a health benefit in 2020; but that changed in 2021. Rust said in 2021, the Board approved increasing his salary because he did not have health insurance. I asked how much his salary increased; and he replied \$15,000.

I asked Rust how he received his payment of \$15,000. Rust said that he asked the Trustees attorney, Chris Stephens, and the CPA about the process of being paid the \$15,000. Rust said that he did not pay that amount out in 2021. I asked Rust to elaborate, and Rust said the Board approved this salary increase in 2020 and the budget was adopted in 2021. Rust said that the salary remained the same into 2022. Rust said that he did not take the payment in 2021 because he did not feel that he needed it. When I asked why, Rust replied that he did not know. Freeman asked why wasn't the \$15,000 added to \$42,000 and paid weekly. Rust replied that he thought there was some confusion as to writing that out. Freeman asked if the confusion was amongst the Board members and Rust replied that he did not know.

I showed Rust Invoice 100 which stated: "this is the total amount spent for health related expenses, to be encumbered from the 2021 budget.

Description	Total Spent	Total to be Reimbursed
2021 Health expenses paid	\$18,953.31	\$15,000

and Invoice 101 which stated: "this is the total amount spent in 2022 for health-related expenses.

Description	Total Spent	Total to be Reimbursed
2022 Health expenses paid	\$14,881.26	\$14,881.26"

I told Rust that it was my understanding that Invoices 100 and 101 go with check receipt 8304. Rust said that he filled out this invoice.

I pointed out the invoice amount was for \$14,881.26, and I told him that earlier in the interview when I had mentioned receipt for check #8304 and pointed out the \$14,881.26, that I thought he had said he did not know what it was for. Also, on the receipt for check #8304, it indicated the \$14,881.26 was for WELFARE ADMINISTRATION/SALARY OF TRUSTEE. I asked Rust if that \$14,881.26 was part of his salary. In response, Rust pointed to the fund line 0840.1 (Welfare Administration Salary of Trustee) and he said that it was incorrect. Rust said the \$14,881.26 should have been taken out of 0101 'Township Fund Employee/Health Benefit'.

For clarification, I told Rust that it was my understanding that the \$14,881.26 was him reimbursing himself for a healthcare benefit and I asked if that was correct; Rust replied, "For health expenses". I said, "for health expenses paid" and asked what he meant by for health expenses paid. Rust replied, "expenses associated with my health".

Attorney Freeman interjected and asked Rust if he created the two invoices; Rust replied yes. Rust stated that invoices went to his clerk, Charity Wilder. Freeman asked Rust what Wilder did with the invoices. Rust replied, "she wrote this check".

I summarized to Rust my understanding of the conversation, which was; Wilder had to have authorization from Rust to write checks from Washington Twp Trustee funds, and then I asked Rust if this was correct, and Rust replied yes.

Freeman clarified with that Rust that he created the invoices and then the invoices went to Wilder to write the check. Freeman asked if Rust caught the money coming out of a fund that it should not come out of; and Rust replied that he did not catch it. Freeman and Rust were speaking about the wrong fund number being used in reference to the \$14,881.26.

Freeman had Rust clarify that his position was his pay of approximately \$42,000 was his pay, plus \$15,000 when the Board allotted it in 2021 and 2022. Freeman said that Rust did not take the pay of \$15,000 in 2021, and Rust stated that was correct. I asked why. Rust replied, "I didn't" and then paused. I asked if it was just because he didn't. Freeman asked Rust if it was an oversight. Rust replied that he knew that his salary had increased and knew that there were some rules behind this, but that his understanding is that the Employee Health Benefit was budgeted as salary and that he did not pay himself that salary.

Freeman asked if there was a question whether the Board approved \$15,000 for Rust in 2021 and 2022, to which Wesley responded, "As a benefit".

I asked Rust if he asked the Board to increase the salary ordinance so that he could have insurance. Rust replied that he did not remember. Freeman then asked Rust what Rust thought he said to the Board; and, if he knew, what the Board discussion was concerning the \$15,000, and what was his understanding of what the \$15,000 was for. Rust said that he believed that he had a conversation with Board members about the increased cost of being a new father, and that it was his understanding that the Board saw it fit to increase his pay.

While discussing the Washington Township Resolution for 2021, I told Rust that it appeared to me that the \$27,900, listed on the form, was his salary, and the \$15,000 was listed as "Township Trustee - Max Employee Benefits". I told Rust that, to me, compensation and benefits are a little different. I then asked Rust if he was allowed \$15,000 in his budget to get health insurance. Rust replied, "the rate of compensation, Township Trustee \$27,900; rate of compensation, Township Trustee, also says \$15,000"; rate of compensation Township personnel; down here, also Township Trustee, \$14,100, so this should all be part of my salary because it is on the salary ordinance, is that correct?" Freeman asked Rust, "your position is you were paid

"\$27,900, \$15,000, and \$14,100 as part of your salary, correct?"; Rust replied, correct. Freeman then asked, "there was no limitation on you, or no requirement, in writing or otherwise, that said you had to go buy a health insurance policy"; Rust replied, "not to my knowledge".

Wesley then asked if part of the discussion was that you would purchase a health insurance policy? Rust replied, not to my knowledge.

I read the affidavit of James Stewart referenced above to Rust:

In reference to paragraph #3:

"In the summer of 2020, Christian Rust, Washington Township Trustee, proposed including a line item for \$15,000 in the 2021 budget for the purchase of Health Insurance. Christian would investigate getting added to the health insurance plan for the employees of Decatur County. The township board discussed that health insurance would be a good benefit to provide,"

Rust agreed he was at that Board meeting.

I asked if Rust agreed with everything that had been written so far. Rust replied no, where did I purpose that? Rust said he did not agree with the second sentence of paragraph #3, which reads "Christian would investigate getting added to the health insurance plan for the employees of Decatur County"

Rust said that from his memory, he had already looked at the cost of insurance through Decatur County.

As to paragraph #4 of the Stewart affidavit,

"\$15,000 was included in the 2021 budget presented in the September 2020 meeting,"

Rust agreed with #4.

As to paragraph #5 of the Stewart affidavit,

"At the Washington Township Advisory Board meeting on December 8, 2020, Christian Rust explained that he is still seeking health care insurance and having troubles finding something affordable";

Rust replied, I don't recall.

Paragraph #6 was not discussed.

As to paragraph #7 of the Stewart affidavit,

"I met with Christian in October 2022 to prepare a revised budget for the Board to submit for 2023",

Rust replied that he did not recall.

Continuing with paragraph #7 of the Stewart affidavit,

"When going through this process, I purposed not including a line item for health insurance since we were not able to find affordable health insurance for 2021 and 2022";

Rust replied that he did not recall this at all.

I told Rust this appears that he was looking for health insurance. Freeman said that Rust took the benefit before he left the office.

Continuing with paragraph #7 of the Stewart affidavit,

"At this time, Christian did not mention anything to me that he planned to reimburse himself for health costs from 2021 and 2022."

I asked if this was his understanding, and Rust said that he would repeat exactly what Attorney Freeman said.

As to paragraph #8 of the Stewart affidavit, I read.

"The Township Board had put in a line item for \$15,000 for 2021 and 2022 to purchase health insurance with the expectation that Christian bring a health insurance policy to the board for approval".

Attorney Freeman said, "you don't agree" and Rust said "I don't agree with that."

Continuing with paragraph #8 of the Stewart affidavit,

"We didn't approve reimbursing Christian or any other employee for non-insurance health care costs they incurred."

I asked Rust if he agreed or disagreed with the aforesaid sentence. Rust paused, and attorney Freeman asked Rust the following, "Did anybody ever say to you, this \$15,000, I require you to go buy a health insurance policy?" Rust replied no, nobody ever said that. Freeman then asked Rust what his understanding was of the two Resolutions. Rust replied that he would be getting paid more.

I then asked Rust what check #8304 was for.

Christian said that \$679.40 was reimbursement for phone, and that the \$14,881.26 and \$15,000 was for salary not paid.

I confirmed with Rust that his position is that he was due the \$30,000 anyway, for cash benefit. He could have received the cash benefits in 2021 and 2022. I asked if this was correct and Rust replied, yes.

Freeman asked Rust if he sought legal counsel asking about the legitimacy of doing the invoices that produced check 8304. Rust replied yes.

Freeman then asked Rust if legal counsel told him it was appropriate to do; Rust replied yes. Rust said legal counsel was Chris Stephen - Township Trustee attorney. Freeman asked if Rust did this before the check was written, and he replied yes. Freeman then asked Rust if he sought the advice of a Certified Public Accountant; Rust replied, yes. Freeman asked if it was their advice that this was a legitimate payment; Rust replied that their advice was to talk to the attorney. Freeman asked, "So you relied not only on the advice of counsel, and you relied on the advice of a CPA"; Rust replied yes. Rust said Ben Roeger was the CPA.

I asked Rust if Chris Stephen wrote him anything. Rust looked over to attorney Freeman and Freeman asked Rust if he knew. Rust replied, no.

I asked Rust if it was his position that he was owed \$30,000, whether it was spent on health insurance, reimbursement of health expenses, or to do with whatever he wanted, and asked if that was his position. Rust replied that's what the Salary Ordinance says.

Freeman said that he thinks it is Rust's position that he was paid \$27,900 in compensation, \$14,100 dollars in compensation that was specifically to provide township assistance relief; and then starting in 2021 he was paid \$15,000 and 2022 for Township Trustee salary for Max Employee Benefits, whatever interpretation somebody wants to have that is; he then asked if that was right. Rust agreed.

Freeman went onto say that it was not to do for anything Rust wanted and that he was paid in those three categories and asked Rust if that was correct and Rust replied, correct.

I asked Rust if he authorized check #8304. Rust replied that he did as part of his salary.

I asked Rust what he used the \$30,560.66 check for, and he replied that it was part of his salary. I then asked what he spent it on. Rust replied that he did not know. I then asked Rust if he gave anyone a list of medical expenses that related to the above-mentioned check; i.e. total medical expenses in 2021 and 2022. Rust asked that I repeat the question. I then asked again if he ever listed medical expenses for 2021 and give them to anyone. Rust replied that he did that in 2022 for both years (Rust was referring to invoices) but said that he did not provide itemized receipts to someone at the township.

Wesley asked Rust if he had itemized receipts; to which Rust replied that he could probably find those receipts. Wesley told Rust that they were not on file and the invoices were the only things that were on file for support. Rust responded, why would I leave my personal health data at the township. Wesley replied that if Rust was supporting a reimbursement, then the SBOA requires supporting documentation.

Freeman asked Rust if that was a "gettable" set of records that they could give me. Rust replied, "We can, I think so".

I told Rust I was "hung up" on the line item "Employee benefit" and that the \$15,000 would have had to been spent on an employee benefit, and then I asked Rust if he agreed with what I had just said. Rust replied the Resolution said "Max Employee Benefit" and that it doesn't say "health". I asked Rust what was an "employee benefit" and he replied salary is a benefit.

Continuing, Wesley asked Rust why the letter from the CPA specifically mentioned an individual health insurance policy five times and the CPA did not say anything about a salary increase. Freeman advised Rust, "if you know what they intend, you can answer; if you don't know then you don't know". Rust replied that it would be speculation at this point and that he did not know.

Rust agreed the Township Trustee's Office computers were paid for with Township funds, and that Summit Micro systems performed the data back-up for the Trustee's office when he was

Trustee. Rust said he instructed Summit Micro systems to delete the Washington Township items from their server. Rust said they (Rust's administration) were finished and that he did not want any of that information to be hacked.

Rust said that documents necessary for completing the functions of the Township were printed on paper. I asked Rust if he got rid of those paper documents, meaning, did he throw them away, take them out of the office. Rust replied, no.

I again asked Rust why he deleted the Trustee computers, and he responded that he was worried about personal identifying information becoming hacked. I also asked Rust if he deleted data from the physical computers that were left at the office when he left Office and returned them to factory reset; he replied yes. Rust stated that they received emails and scanned documents, all sorts of information, e.g. Social Security Number, bank statements, credit card, pictures of driver's license and all kinds of things; and that best way of securing that, that he knew, was removing that potential data leak. Rust also said that everything the incoming Trustee needed was in TOMS Web and the paper documents that were in the office.

Wesley asked Rust who was responsible for payroll taxes when Rust was in office. Rust said that he had the clerk "managing all that" and "we" didn't realize until late December 2022 that those had not gone out, but he believed all the monies that were allocated went to a specific fund, and they just never made it out from that fund to the IRS or the IDOR.

I told Rust that there were some things that looked a little odd to me such as the deleting of the computers. I went on to tell Rust that the check was written on the last day and that looked very odd to me.

Freeman said, welcome to politics.

On June 24, 2024, I met with Ed Dwenger (hereinafter "Dwenger"). Dwenger was on the Washington Township Advisory Board and was President of the Board during the first year of Rust's term. Dwenger didn't remember a discussion about the check or insurance. Dwenger said that the Township's Lawyer, Chris Stephens, told Board Members (Jim Stewart, Joni Moore, and himself) that the Board approves a budget amount and that Rust has the authority on what he spends it on.

Dwenger said that it seemed to him that Rust wanted to get health insurance. When asked if Rust approached the board about health insurance, Dwenger replied that Rust did. Dwenger said that might have been the meeting where Stephens told the Board that Rust could do whatever he wanted, and that the Board just approves the ordinance for the money. I asked Dwenger if he remembered Rust approaching the Board and asking for money for insurance and Dwenger said, "I do not specifically remember that, no". I asked Dwenger if the \$15,000 would have been part of Rust's salary, which would it have made Rust's salary \$57,000, and Dwenger replied that he did not know, and that with Rust it very well could have.

On July 16, 2024, I met Joni Moore (hereinafter "Moore"). Moore said she filled in after Leon Johnson resigned. Moore remembered talking about salaries and not being pleased with the increase and having a little bit of a debate in Christian's office about it.

I asked Moore about the line item - 'Township Trustee - Max Employee Benefits \$15000'. I asked Moore if she remembered talking about this \$15,000 at a Board meeting. Moore replied, only if it was "THE" increase. Moore said the Board approves these broad amounts and the Trustee has complete power to do what they want within those amounts, and that she feels like there is little to no oversight in that. Moore asked Rust if she could see the bank account. Moore said that Rust laughed at her and that she was not allowed access. I then asked Moore if she remembered a conversation with Rust concerning him receiving money to buy an insurance policy. She said that she did not remember anything about insurance. Moore said that Dwenger and she heard Chris Stephen (attorney) say that they had no say on how Rust spends his funds.

I met with Moore again on July 18, 2024. Moore said that her term was from August 24, 2021, until December 31, 2022. Moore said that the budgeted spending for 2021 and 2022 both included an Employee Health Benefit that she did not remember. The December 2021 minutes stated that Moore made a motion to approve and Ed Dwenger seconded the salary ordinance and all were in favor. I asked Moore if the minutes mentioned insurance, and she replied no, and that it may or may not have been in the discussion. She went on to say that Rivera, the current Trustee, doesn't have all the old minutes from Rust's time as Trustee. (Rivera believes that she has all the minutes now)

On June 24, 2024, I met with James Stewart (hereinafter "Stewart"). Stewart is on the Washington Township Advisory Board. Stewart said that Rust did not have health insurance, and that Rust asked if it could be put into the budget. Stewart said that Rust was going to check with the County to see if he could go onto the County's health insurance plan. Stewart said that the Advisory board approved \$15,000 for paying for a health insurance premium. Stewart said that after it was put into the Budget, Rust informed that the cost to be put onto the County's health insurance plan would cost \$45,000. Stewart said that was not in the budget; Rust did not want to pay the difference and the Board did not want to pay more. Stewart said that at this point, it was kinda of a moot point. Stewart said that many times there are things put into the budget that are not utilized.

Stewart said that Rust approached the entire Board about insurance. I asked Stewart if he remembered what Rust said and Stewart replied that he wanted help to offset the cost of health insurance premiums. Stewart said that the Board agreed to pay \$15,000 for a health insurance policy. Stewart said that Rust would have put this into the budget.

I asked if Rust would have brought in receipts equaling \$15000, would he approve Rust taking the \$15,000 benefit. Stewart replied no because that would have been compensation, and added that was like pay because if it's not through health insurance policy or plan it wouldn't be approved, and that is why they wanted to have an actual plan. Stewart said when Rust proposed

the \$15,000, he proposed it to get a health insurance policy. I asked Stewart if he thought Rust knew that it was only to be used to buy a health insurance policy. Stewart replied that was what he remembered the Board communicating, "This was for to pay for premium on a health insurance policy".

I asked Stewart if he personally, or as the Board, ever talked about health care reimbursement - Stewart replied, "never". Stewart added that they went through this process for the 2021 budget and when they did the 2022 budget, Rust "basically" put it in, kind of mirroring what they had in the budget for 2021. Stewart said that nothing had been paid out in 2021 through the fall of 2022.

Stewart said that he sat down with Rust individually, probably in October 2022, and told Rust that they needed to have a true budget because the budget Rust submitted for 2023 was not right. Stewart said that Rust had changed salaries and had reverted them back to what they were originally. Rust told Stewart that he could do that.

Stewart said that the \$15,000 was listed and he (Stewart) said that it didn't need to be in the 2023 budget. Stewart said that when he sat down and spoke with Rust about not spending this in 2021 nor in 2022 because they didn't have a health insurance policy, they were not going to be doing that in the future, so they didn't need to have it in the budget. Stewart said that Rust made no comment to Stewart that he (Rust) was going to pay himself the \$15,000 to reimburse himself for health insurance cost.

Stewart said that the \$15,000 for 2021 and 2022 was for health insurance premium to buy a health insurance policy. Stewart explained the Salary for 2021 and the health insurance part is separate from the salary. I asked Stewart, "Through conversations or through your meetings with Christian Rust as a board member or on a personal level with Christian Rust, should he have known that \$15,000 dollars that budgeted in 2021 and the \$15,000 that was budgeted in 2022, and again your (Stewart) is saying that was for health care premiums, should he have known that it was only for health care premiums, to go out and by an insurance policy?" Stewart replied, yes.

Concerning the budget, Stewart said that line items \$27,900 and \$14,100 are paid to the Trustee, meaning that is his paycheck for the year and that it ties back to the budget and what fund it's coming from. I then asked Stewart what the 'Township Trustee - Max Employee Benefits' \$15000 was for; Stewart replied that, from what he recalled, it was to be available to pay for health insurance. When asked if Rust should have written himself a check at the end of his term that included the aforesaid \$15000 as a Max Benefit. Stewart replied No, because it wasn't for health insurance premiums.

I asked Stewart about Rust giving himself a check for \$30,000. Stewart replied that he can't believe he did that, especially because they had a conversation two months prior to him doing that where they talked about the budget and not having spent that, and they are not going to be spending that, and Rust made no comment about reimbursing himself. Stewart said he was

surprised that Rust paid himself that, especially since he and Rust sat down and had a discussion about the '23 budget. Stewart said that it was Rust's idea to decrease the salary of the Trustee. Stewart referred to a spreadsheet that he (Stewart) had when he and Rust were making adjustments, and Stewart said he put in the spreadsheet – "budgeted last year but won't be using". This referred to the \$15,000 health benefit.

On August 26, 2024, I spoke with Candace Redelman (hereinafter "Redelman"). Redelman said that she was employed at the Washington Township Trustee's Office from 2020 through 2023. Redelman said that she was the Clerk, mostly for poor relief. I asked Redelman if she was familiar with a check that Rust received for about \$30,000. Redelman replied that she was familiar with it, but she thought it was two checks that totaled about that (\$30,000). Redelman said that it was her understanding that it had something to do with insurance. I asked Redelman if she was at any Advisory Board meeting where health insurance for Rust was brought up. Redelman replied that she believed that meeting was held before she was hired. I asked Redelman if she ever attended a meeting where they talked about health insurance for Christian Rust. She said that she didn't remember.

I asked Redelman if Rust ever talked to her about him getting health insurance through Washington Township. She said, No, but somewhere along the line, she didn't remember if it was in a meeting, or if she overheard (she didn't remember where she heard this), but she thought that they weren't going to pay for health insurance, but they were going to pay his medical bills.

Redelman said she knew Charity Wilder, that Wilder and she were very good friends, and that Wilder was probably the reason that she got the job. Redelman said that Wilder would not do anything that she thought was illegal or not the correct way to do it.

I asked Redelman if she heard anything about the \$30,000 check that Rust received on his last day. Redelman replied, yes, and that she was in the office when that was being talked about. She brought up again that she thought there were actually two checks, one for what she thought was 15,000 and the other for what she thought was for \$14,000 and something. Redelman said that Wilder was not sure about why Rust was getting that much money. Redelman said that it was her impression that Wilder was uneasy about it. She also said that she doesn't think Rust did anything wrong, and she thinks there is a "lynch mob".

On April 26, 2024, I spoke with Charity Wilder (hereinafter "Wilder"). Wilder said that she would talk to an attorney, and she thought he would want her to answer my questions because she thinks everything was on the "up and up". Wilder said that she was the Clerk from January 1, 2019 to January 2023.

On April 30, 2024, I spoke with Wilder again. Wilder said that she was the Deputy Clerk of the Washington Township Trustee's Office. Wilder said Rust was the Trustee. I told Wilder that I wanted to speak with her about a check that was in the amount of about \$30,000 and asked her if she knew about what check I was speaking about. Wilder replied that she did, and that it

was a check that was paid to Rust for reimbursements of medical expenses. I asked Wilder how she knew of that check and she replied that she wrote basically of the checks.

Wilder explained that invoices would be given to her and she would write the checks. I asked Wilder if Rust signed the checks, and she replied some checks he would and some checks he would not. I asked her about a check dated December 31, 2022, and asked if that was the last date that Rust was in office. She said it was.

Wilder said that check was for medical reimbursements. Wilder said that in 2020, she attended a board meeting, and the Board approved Rust being reimbursed up to \$15,000 per year for medical because he needed medical. She added that he had Covid and had to "deal with stuff" and didn't have medical insurance, and he couldn't find insurance for the township because he was the only person that needed it.

I asked Wilder what she meant by "reimbursed for medical" (e.g. medical insurance or medical bills). Wilder replied that she did not remember/did not know and that she did not know that there was a specific conversation. I asked, in reference to the aforesaid meeting, when it took place. Wilder replied that she thought it was towards the end of the year, and that all the minutes were turned over to the new Township Trustee when Rivera took office. Wilder said that the Board approved Rust to be reimbursed for medical, and that she did not know if it was for medical insurance or cost.

I asked Wilder if Rust told her anything about the \$30,560.66 check. She replied that he gave her a list. Wilder explained that those checks have three copies, one goes to the recipient, one goes to the auditor's office, and the other is for the records; and, the itemized list of what each of those checks was for, would have been attached to the Auditor's or office copy. Wilder said that this list was for 2021 and 2022. Wilder said that the check was for medical for years 2021 and 2022. Wilder said, "I wanna say that there was a reimbursement in that check for a phone bill maybe". Wilder added that this was also Board approved; that happened in either the April or May meeting of 2020; that they met with the Board, in front of the Courthouse, with documents on the hood of a car so everyone could sign them; and at this meeting, the Board approved reimbursement of Rust's cell phone at 100 percent. Wilder said that there were minutes and that she was pretty positive there was a resolution for both the health care and the cell phone, and she (Wilder) would have all that in a file she gave the current Trustee.

I asked Wilder if she remembered cutting the check. Wilder replied that she did and that she questioned it. Wilder said that she called the CPA because the amount was for two years and her understanding was that part of it should have been written in 2022 to cover 2021 and that remainder of it should have been written in 2023 to cover 2022. But, because Rust was not going to be the Trustee and she told Rust that she was not going to work for the current Trustee and she was going to resign, Rust had her write the check for both years at once.

Wilder said that the CPA said that he thought it would be fine, especially because there was itemized "stuff", everything was all there. I asked Wilder what she meant by "itemized stuff". Wilder said that Rust gave her an itemized list that had "what the doctor's office was, or whatever hospital, lab or whatever; with the invoice number from that, the amount, and it was all totaled".

Elaborating, Wilder said that Rust did not give her the physical copies of his bills because it had his medical information on it, but Rust gave her "like here's the invoice, here's the doctor's office, here's the amount, so it was all itemized out".

I told her that it sounded to me that Rust gave her an itemized list of what he purchased, what he was billed, that Rust was giving her expenses, and these were reimbursements for medical expenses and I asked if that was correct. She replied, correct. Wilder then explained why she was questioning herself whether it was for insurance cost or medical expenses, and that's just what the board approved. Wilder said that she did not remember putting in writing if it was for medical reimbursement or for medical insurance.

When asked if Wilder had the above-mentioned itemized list, she replied no, and added that she did not keep anything from that township and that it was all given to the new Trustee. I asked Wilder who would have approved the check that was written to Rust. She said, Christian.

On May 30, 2024, I met with Washington Township Trustee Beverly Rivera (hereinafter "Rivera") and Washington Township Clerk Lori Garringer (hereinafter "Garringer"). Rivera had alleged that Rust received a check on 12/31/22, his last day of office, for about \$30,000 for what he declared were health benefit reimbursement from 2021 and 2022. Rivera claimed that Rust was not allowed to receive the aforesaid check for health care expenses because according to the SBOA, an office must be on a group plan for it to be an allowable expense.

Rivera said that the Washington Township Advisory Board first began discussing this with Rust at budget time for the 2021 year, which she said would have been in June 2020. The Board had discussed giving him \$15,000 to purchase an insurance policy if he could get the policy on his own. Rivera said that Rust never got an insurance policy. Rivera said that a year later, when they were planning the budget for 2022, the board had same conversation, "you never got the policy last year, we'll go ahead and put it in the budget again this year for you to get the policy". Rivera said that in the board meetings that she attended, she heard that conversation, and it is recorded in their minutes that Rust never did obtain a policy but was still working on that.

Rivera said that the \$15,000 in health benefits was not included in the 2023 budget for the new Trustee and said that Rust said at that meeting that he never used it, so we're not putting it in. Rivera said that she was at this meeting and that there are minutes to this meeting, but they never wrote good minutes.

Rivera said that Candee Redelman, who had worked for Rust, but also worked for Rivera when she became the Township Trustee told Rivera that we told him don't do it (regarding the check for health care benefit).

I read the minutes from December 8, 2020, aloud, which mentioned Rust was still seeking health care insurance and was having trouble finding something affordable. Rivera said that she was at this meeting. I also went over the Salary Ordinance for 2021. I referred Rivera to "Max Employee Benefits rate of compensation \$15,000" and asked if she knew what that \$15,000 was for. Rivera replied that it was to purchase a health insurance policy. I asked Rivera how she knew this and she replied that she attended those meetings and heard that. Rivera said that she also asked Rust. Rivera said that when they were doing the budget for 2023, she had already won the primary and she was trying to be involved with the budget) as much as she could, but she was not allowed. However, once she saw the purposed budget for 2023, she asked why the \$15,000 was not included on the 2023 salary ordinance, Rust said to her, and everyone in the meeting, that they did not include it in 2023 budget because he never got it, and they were taking it out because they never used it for him.

I asked Rivera if she found medical receipts for Rust when she took office. She replied, no, never did. I then asked Rivera if she asked Rust about the \$30,560.66 payment; Rivera replied that she did but did not question the cell phone at the time.

Rivera said that when she discovered that the check had been written for the two invoices for the health-related expenses; she called Rust and left a voice mail for him to call her and that she thought he told her that he did not get insurance, and that she needed him to call. Rivera said that Rust did not respond. Rivera said that she tried to call Rust several times in January asking him specifically about the check so the Office would know how to record the \$30,560.66 on his W2, but she never received a response.

Rivera said that Wilder entered check #8304 into the system on 12/31/2022 at 7:53p.m, that it came out of the township's main checking account, was written to Christian Rust. Garringer added that the check was cashed on January 4. According to Rivera, the check was cashed at First Financial Bank.

Rivera also added that she had asked Rust why all the files on the computers were deleted and why he did not pay the payroll taxes for four years. Rivera said that Rust did not want to respond to her.

Rivera said that the office computers, two desktops and three laptops, are owned by Washington Township. Rivera said that the computer Rust used was empty, other than the things that come on a computer when they are bought. She said that everything was wiped off this computer. Rivera said that the computer on her desk had Microsoft 365, and all of that was wiped. She added that they didn't know what they wiped off because it was all wiped and set back to factory/original settings. Rivera gained access to the accounting package that was used

called Tom's Web, which is web based, and it was not wiped. Rivera also said that the email was clean. Rivera said that there are not any emails. I asked Rivera what other type of important information in the Township should there have been on computers. Rivera replied all budget prep work, all contracts. I asked Rivera if there would be any information, outside of Tom's Web, that would have been kept in a hard file and that should have been held onto; she replied that many of their financial documents must be uploaded to Gateway. I asked Rivera who holds the Board minutes and she replied that the Secretary of the Board is responsible for writing them and the Township office is responsible for keeping them. I asked Rivera if there were Board minutes when she came into office. Rivera replied, not all of them and that some minutes were missing. Garringer said that Rust told the off-site back up company to wipe off their back-ups - Garringer said that off-site back-ups were done by Summit Microsystems - owner Jim Mills. Continuing, Garringer said that when they called Summit Microsystems to try to get back-ups of what had been wiped off, Mills said that they told him to wipe them off - Rivera said that Mills told her on the phone that it was Rust.

Rivera said that the computer that Redelman used primarily for township assistance was all wiped. Rivera said that Redelman told her that towards the end of the year, Rust was in the office "cleaning off" all those computers and she asked Rust why he was doing that and Rust replied, because I can.

Rivera said that Redelman asked Rust again why he was doing that, and he replied that he was trying to make it as hard on Bev (Rivera) as he can. Rivera said that Redelman told her that she told Rust that he was wiping hers off and that she was still working at the Township, that he was taking her files away also, and Rust replied that he did not care. Rivera said that Rust wiped off Redelman's email as well that had contained all the township assistance files. Rivera said that she did have some incomplete hard copies for Township Assistance from 2019 to 2022, and a couple pieces of budget work.

Rivera said that the laptop that Wilder kept at her house was not in the office the day Rust wiped computers and that he did not touch her computer. Rivera said that she now uses this computer, but she has not taken anything off of it. Rivera said that there was another desktop that had very little on it.

So, Rivera said three computers were wiped and that Wilder's wasn't wiped, and another desktop had minimal things on it.

Rivera said there was missing paperwork such as a budget order and contracts. She said that an excavator called on January 9, and told her they were scheduled to clean properties, their invoice was \$54,000, and that they would need that payment. Rivera told the contractor that she had nothing from him, i.e., where is this contract/what are you doing, so the contractor sent her that. Rivera said that there were many instances of documents that were not at the Township Trustee's office.

Riviera said that they were missing hard copies of checks but are able to see what was written in Tom's Web. Riviera does not know what happened to the checks and invoices. Riviera said that it is hard for her to say what was "wiped out". Riviera said that in the 4 years of Board minutes, they may have had 5-6 pages and nothing was on the computer.

Riviera said that she had some of this herself and that Board President Jim Stewart had three large binders that he kept everything in, and they got a lot of stuff they needed out of those. Riviera thinks that they have come across all the minutes and "things" for the years. Riviera said that they do not have all the resolutions or the 100 R's or the Form 17. Riviera estimated that 200 or 300 documents are missing, she did say that she has most of it now, but they had to go get it. She added that she does not believe that Rust was trying to hide anything, because they would see that in Tom's Web.

Riviera said that, as Trustee, Rust bought properties at Lake McCoy, and that Rust's goal was to clean it up and he was going put a Township office there. Riviera said that there was a public hearing for the bond and that board decided not to go through with this. Riviera described this as a "failed project" and none of that was documented in the Township office. Therefore, Riviera had to call the contractor, Envoy Company, and inquire why the Township paid them. Continuing, Riviera said that one could see in TOMSweb the checks written to them, and that there might have been a check stub with an invoice, but not a detailed invoice. Riviera said that they had to call contractors to obtain invoices because know of that existed at the office. Riviera said that there were many instances of documents that were not at the office.

Riviera said that Rust's office withdrew the correct amount of payroll taxes from everyone's salary, but they never paid them to the Indiana Department of Revenue or the US Treasury. So, for four years the payroll deduction account grew to over \$100,000. Riviera said that some of 2019 was paid for the State, but nothing was paid for Federal for all four years until 12/31/22. Riviera said that all four years of Federal payroll taxes were paid on 12/31/22, and the State for 2020, 2021, and 2022.

On November 15, 2024, I spoke with attorney Christopher Stephen (hereinafter "Stephen"). Stephen was the Washington Township Trustee's attorney during the time that Rust was the Trustee. Stephen would answer legal questions posed to him by the Trustee, attend meetings when available to provide legal insight or analysis requested by the Trustee or Advisory Board, prepare legal documents such as contracts, or something that needed to be filed. Stephen said that he generally attended Washington Township Trustee Board meetings if he was available and that he could not say that he attended all of them.

Prior to our conversation, I emailed Stephen the Dec. 8, 2020 minutes, along with 2021 and 2022 resolutions. I directed Stephen to the December 8, 2020, board meeting minutes. Stephen said that he did not get into the financial side of the Trustee, e.g. in terms of the budget or the money, because it really wasn't part of what he was doing as Rust's attorney - so he didn't know what it was all utilized for. Continuing, Stephen said that he recalled there being an issue

about utilization of salary funds towards health care cost but that he did not remember if it was specific to obtaining an insurance policy or something else; he said that he did not recall it "drilling down to that specific of a point". I asked Stephen if he was at any Washington Twp Board meeting in which they talked about Rust obtaining a health insurance policy by using that \$15,000 dollars.

Stephen said that he recalled their being questions about health insurance and conversation about Rust, but that he cannot recall a specific conversation where the Board said "this budget item is for you to get insurance". Stephen said that he did not recall any specifics of any of those conversations. Stephen said he doesn't have any notes related to what was said during the December 8, 2020 meeting.

I told Stephen that it was my understanding that he and Rust had a conversation about a letter Rust received from Coonrod accounting. I asked Stephen if he could tell me what that conversation was about. Stephen said that he received an email from Rust on June 29, 2021, with a letter attached on an email from Ben Roeger. Stephen said that the letter was dated May 25th, 2021.

I then told Stephen that in this letter, Coonrod mentioned health insurance policy; he replied correct.

I told Stephen that it was my understanding that Rust emailed him about the above letter; he replied, correct.

I asked Stephen what Rust's question was. Stephen replied that the email says, "Will you take a look at this and give your approval on it".

I asked Stephen if he looked at the letter. Stephen replied that he did.

I asked if Stephen gave his approval to Rust. Stephen said that he did and added that he did not do it writing and said that he thought he had conversation with Rust after the email. Stephen said that at some point it must have gotten "back burned" because he did not give Rust a response until approximately December 29, 2022. Stephen said that on December 29, 2022, Rust sent him the above letter again and that he believed he and Rust had a conversation about the letter. Stephen said that he reviewed the letter; reviewed the statutory scheme that's referenced, IC 36-6-6-10, related to salary, rates, hourly pay, and remuneration; and referred to the Township manual that they referenced. Stephen said that he determined that Coonrod's analysis in this letter to be correct.

I then asked Stephen if he told Rust that he found CL Coonrod's analysis to be accurate, Stephen replied, "That's my recollection, yes."

Stephen said that he had a conversation with Rust about it. Regarding the above letter, I asked Stephen what he agreed with. Stephen said that he agreed with 36-6-6-10 does allow a township board to authorize salaries, wages, rates of hourly pay, remuneration other than

statutory allowances of all officers and employees of the Township. Stephen said that he also agreed that the Township manual that Coonrod referenced authorizes employee benefits and not just cash salary. Stephen said that his analysis was that the information Coonrod provided Rust was correct in terms of what was permitted beyond simply cash salary.

I then asked Stephen, "From what you recall, that's what you conveyed to Christian on December 29, 2022, is that correct?". Stephen replied, "roughly that ballpark" and added that Rust sent it (letter) to him on December 29, 2022, and anticipated that they had a conversation thereafter. I then directed Stephen to the 2021 Resolution. Stephen said they did not run all their resolutions past him. Again, Stephen's advice was not for financial. Stephen said that if he were asked to testify - that he could not testify who created the 2021 resolution, where the numbers came from, where it was given, etc. Stephen said there was nothing legal about this resolution, therefore he did not look at it.

I then asked if when Rust emailed him in December 2022 and when he spoke with Rust, did Rust tell Stephen that he was going to write himself a check to reimburse himself for health care cost.

Stephen replied that he could not recall Rust ever telling him that.

Stephen asked me to ask the question I had just asked him again because he wanted to be accurate in what he was saying.

I told Stephen that what appears to some people to look like, and that I could see it too, is like "11th hour stuff" - on his way out of office, Rust decided to write himself a check because he was approved \$15,000 in 2021 and 2022, it was in the resolutions, so it was his and that his attorney said he could take it.

Stephen said that he certainly did not recall Rust saying, hey, I'm writing myself a check, are you okay with that. Stephen said that at some point they probably had a conversation as to whether or not, whether that was, reimbursement or did it have to go to a specific thing; Stephen added that if they had the conversation, he doesn't specifically remember the conversation.

Stephen said that he would have probably told Rust that he did not see any reason why he could not do it as a reimbursement and that he probably would have referred it to an accountant. Stephen said that he would have stood on his legal analysis which was that ordinance does allow Rust to have something paid to him that was not simply a cash salary; and, at the time of our conversation, Stephen did not remember anything in IC-36-6-6-10 that said it couldn't be a reimbursement.

I asked Stephen, in his opinion, could Rust have taken the \$15,000 for 2021 and 2022 and used it for whatever he wanted. Stephen replied that he thought it would have had to been for an employee benefit and that he did not think he could have bought a car with it.

Stephen added that he thought it would have had to be somehow related to a benefit that Rust was entitled to under the Advisory Board's position. Stephens said that he saw Max Employee Benefit and that he didn't know exactly what they intended.

Stephen went on to say that he did recall questions related to health insurance because the Trustee's office was not covered by any other County insurance and that he recalled Rust talking about insurance. Stephen said that he did not recall ever having a conversation such as, can I spend in on cough drops and that Rust never asked him individualized questions like that, that he can recall. Stephen said that knowing how he has conducted himself since he began municipal work, which was in 2012, he would have referred Rust to an accountant or the State Board of Accounts.

Stephens said that he would have told Rust that the legal statute that he was aware of, that he could spend it on things other than salary. I asked Stephen if he remembered that specific conversation or is it just based on he knows that these are things that he would have told him. Stephen replied that he did not recall a specific conversation, but that it is based on his experiences of having practiced as an attorney for 22 years, and having practiced as a municipal attorney for 10 years.

I asked him what the issue was and Stephen replied that the issue in his mind was his analysis of the Coonrod letter. Stephen's opinion at the time was that he agreed with what Coonrod wrote in their letter /their overall analysis.

I asked Stephen what his thought on Rust taking that money (about \$15,000 for 2021 and 2022) at the end of his term. Stephen replied that he guessed that he didn't know that Rust had taken the money, and if Rust would have asked him, he would have told him that he should probably check with the State Board of Account before you do that.

Stephen said that he didn't know off the top of his head if the Township Trustee's fund needed to be expended during the fiscal year that they were awarded. I told him that it was my understanding that Rust is claiming that he sought legal counsel by contacting him about the legitimacy of the invoices.

Stephen said that he did not recall ever seeing any invoices. I continued and said, that produced the check that Rust received. Stephen replied that he cannot recall Rust asking him specifically about a check. Stephen went on to say that he wanted to be clear that it was entirely possible that Rust asked him about receiving employee benefits and he would have told him that he could receive employee benefits, that is what your statute says.

Stephen said that he did not recall a specific conversation. Stephen went on to say that he recalled Rust asking him about the Coonrod letter. He recalled having a conversation about the letter and he recalled it being related to employee benefits. Stephen did not recall seeing any sort of invoices or anything of that nature. Stephen said that if Rust said that he (Rust) wanted to write myself a check for \$15,000 to do whatever he wanted with it, he (Stephen) would not have

said that. But, if Rust would have asked him if he was entitled to receive employee benefits, he would have said yes if it was in the Salary Ordinance.

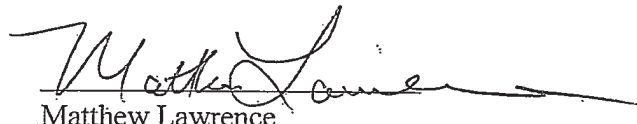
Stephen said that all that Rust emailed him on December 29, 2022, was just re-sending him the Coonrod letter:

I asked when he talked to Rust afterwards, did Rust say what he wanted to do with that money. Stephen replied not to his recollection.

On October 23, 2024, I interviewed James Mills (hereinafter "Mills") of Summit Microsystems. Mills said that Rust, as Trustee, did business with Summit Microsystems. Mills said that the Trustee's office had protection software and back-up for one or two PCs.

I told Mills that I heard Rust directed Summit Microsystems to wipe off the back-up and asked if that was correct. Mills said that to the best of his recollections, Rust was leaving the Trustee position, the information was no longer needed, and Rust did not need Summit's service anymore. So, the only way for Summit to stop charges is to cancel that data storage, so Summit had to remove it from the system. I asked if the conversation was had with him. Mills replied that he had the conversation but that he couldn't remember if it was with Rust or one of his assistants. I asked Mills if Rust ever told him to delete the back-up files for Washington Twp Computers. Again, Mills said that he didn't remember if it was Rust directly, but someone in the office told Summit that they no longer needed the data, that they could remove it - no reason to store it or put it somewhere else.

I affirm, under penalties for perjury, that the foregoing representations are true.



Matthew Lawrence

Indiana State Police Master Trooper
Detective

EXHIBIT 3

Count I: - The undersigned, being duly sworn upon his oath, says that between December 30, 2022 and January 5, 2023, in Decatur County, State of Indiana, Christian A Rust did knowingly exert unauthorized control over the property of Washington Township, Decatur County, Indiana; that being US currency, with the intent to deprive Washington Township, Decatur County, Indiana, of any part of the use or value of the property, said property having a value of at least seven hundred fifty dollars, all of which is contrary to the form of the statutes in such cases made and provided, and against the peace and dignity of the State of Indiana.

Count II: - The undersigned, being duly sworn upon his oath, says that between December 30, 2022 and December 31, 2022, in Decatur County, State of Indiana, Christian A Rust, being a public servant, being the Washington Township Trustee in Decatur County, Indiana, did knowingly commit an offense in the performance of his official duties; that being, knowing exert unauthorized control over the property of Washington Township, Decatur County, Indiana, by paying himself for 2021 from funds approved for a different purpose for 2022; said property having a value of at least seven hundred fifty dollars, all of which is contrary to the form of the statutes in such cases made and provided, and against the peace and dignity of the State of Indiana.

Count III: - The undersigned, being duly sworn upon his oath, says that between January 1, 2020 and December 31, 2021, in Decatur County, State of Indiana, Christian A Rust, a public servant, being the Washington Township Trustee of Decatur County, Indiana, did knowingly commit an offense in the performance of his official duties by knowingly fail to remit withholding taxes to the State of Indiana for 2021 and/or 2022 in violation of I.C. 6-3-4-8, all of which is contrary to the form of the statutes in such cases made and provided, and against the peace and dignity of the State of Indiana.

Count IV: - The undersigned, being duly sworn upon his oath, says that between December 1, 2022 and January 1, 2023, in Decatur County, State of Indiana, Christian A Rust, a public servant, being the Washington Township Trustee of Decatur County, did knowingly commit an offense in the performance of his official duties; that being failed to deliver public

records and property in his custody to the public servant's successor in office when that successor qualified, all of which is contrary to the form of the statutes in such cases made and provided, and against the peace and dignity of the State of Indiana.

/s/ Matt Lawrence
Matt Lawrence
Indiana State Police

Subscribed and sworn to before me this 1st day of July, 2025.

My commission expires:
December 31, 2026

/s/Richard D. Culver
Richard D. Culver
Special Prosecuting Attorney

APPROVED BY ME:

/s/Richard D. Culver
Richard D. Culver
Special Prosecuting Attorney

WITNESSES:

Matt Lawrence, Indiana State Police
Cole Wesley, Indiana State Board of Accounts
James Stewart, Advisory Board of Washington Township Trustee
Beverly Rivera, current Washington Township Trustee

EXHIBIT 4

hundred fifty dollars, all of which is contrary to the form of the statutes in such cases made and provided, and against the peace and dignity of the State of Indiana.

Count II: - The undersigned, being duly sworn upon his oath, says that between December 30, 2022 and December 31, 2022, in Decatur County, State of Indiana, Christian A Rust, being a public servant, being the Washington Township Trustee in Decatur County, Indiana, did knowingly commit an offense in the performance of his official duties; that being, knowing exert unauthorized control over the property of Washington Township, Decatur County, Indiana, by paying himself for 2021 from funds approved for a different purpose for 2022; said property having a value of at least seven hundred fifty dollars, all of which is contrary to the form of the statutes in such cases made and provided, and against the peace and dignity of the State of Indiana.

3. “Before trial, a motion to dismiss may not be based upon whether there is sufficient evidence to uphold a conviction.” *State v. Sturman*, 56 N.E.3d 1187, 1194 (Ind. Ct. App. 2016) (citing *State v. Houser*, 622 N.E.2d 987, 988 (Ind. Ct. App. 1993), *trans. denied.*)

4. In general, "when a defendant files a motion to dismiss an information, the facts alleged in the information are to be taken as true." *Delagrang v. State*, 951 N.E.2d 593, 594 (Ind. Ct. App. 2011), *trans. denied.* A motion to dismiss is not a proper vehicle for raising "[q]uestions of fact to be decided at trial or facts constituting a defense." *Id.* at 594-95. "A hearing on a motion to dismiss is not a trial of the defendant on the offense charged." *Id.* at 595.

Sturman at 1192.

5. Ind. Code § 35-34-1-4(a)(5) provides that a court may dismiss an information if “[t]he facts stated do not constitute an offense.”

6. In deciding whether a charging information fails to state facts constituting an offense, we take the facts alleged in the information as true. We may also take as true the facts alleged in the supporting probable cause affidavit. To assess the facial adequacy of the charging information, we compare the factual allegations to the substance of the criminal statute cited in the information. The charging information is facially deficient when the factual allegations do not map onto a criminal statute.

Hernandez v. State, 220 N.E.3d 68, 71 (Ind. Ct. App. 2023) (internal citations and quotations omitted).

7. In Count I, the State of Indiana alleged that the defendant committed theft by violating Ind. Code § 35-43-4-2(a)(1)(A). Under this statute, a person commits theft if he knowingly or intentionally exerts unauthorized control over the property of another person with the intent to deprive the other person of any part of its value or use and the value of the property is at least \$750 but less than \$50,000. The language of Count I tracks the language of the theft statute.

8. The State of Indiana adequately alleged facts necessary to state the criminal offense of theft in Count I.

9. Count I of the amended charging information is not facially deficient and should not be dismissed.

10. In Count II, the State of Indiana alleged that the defendant committed official misconduct in violation of Ind. Code § 35-44.1-1-1(1). This statute provides that a public servant who knowingly or intentionally commits an offense in the performance of the public servant's official duties commits official misconduct. The language of Count II tracks the language of the official misconduct statute.

11. The State of Indiana adequately alleged facts necessary to state the criminal offense of official misconduct in Count II.

12. The accused has a right to require that the allegations contained in the charging instrument state the crimes charged with sufficient certainty to enable him to anticipate the evidence adduced against him at trial, thereby enabling him to marshal evidence in his defense. The indictment must state the crime charged in direct and unmistakable terms. Any reasonable doubt as to the offense charged must be resolved in favor of the accused.


Moran v. State, 477 N.E.2d 100, 103-104 (Ind. Ct. App. 1985) (internal citations and quotations omitted).

13. The allegations of Count II state the crime with sufficient certainty to allow the defendant to anticipate the evidence at trial and marshal evidence in his defense. The allegations are clear.

14. Count II is not facially deficient and alleges the crime with sufficient certainty. Count II should not be dismissed.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the defendant's Motion to Dismiss is denied.

SO ORDERED at Greensburg, Indiana, on October 6, 2025.



Matthew D. Bailey
Judge of the Decatur Superior Court

Distribution:
Special Prosecutor
Defense Counsel

EXHIBIT 5

STATE OF INDIANA)
) SS:
COUNTY OF DECATUR)

IN THE DECATUR SUPERIOR COURT
CAUSE NO. 16D01-2507-F6-000520

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
CHRISTIAN A. RUST,)
)
Defendant.)

ORDER GRANTING DEFENDANT’S UNOPPOSED MOTION TO CERTIFY ORDER DENYING MOTION TO DISMISS FOR INTERLOCUTORY APPEAL

Defendant Christian Rust moves, under Appellate Rule 14(B)(1), for interlocutory appeal certification of the Court’s October 6, 2025, Order denying Mr. Rust’s Motion to Dismiss. The Court, having reviewed Mr. Rust’s unopposed motion, now finds in its discretion:

1. Mr. Rust shows sufficient grounds for granting certification for interlocutory appeal under Appellate Rule 14(B)(1)(c), in that:

- a. Mr. Rust will suffer substantial expense, damage, or injury if the Order is erroneous and the determination of the error is withheld until after final judgment;
- b. The Order involves a substantial question of law, the early determination of which will promote a more orderly disposition of the case; and
- c. Mr. Rust’s remedy by appeal is otherwise inadequate.

2. Mr. Rust’s Unopposed Motion to Certify Order Denying Motion to Dismiss for Interlocutory Appeal is GRANTED.

IT IS SO ORDERED.

Dated: November 5, 2025



Judge, Decatur Superior Court

**Distribution to all registered counsel of record
via the Indiana E-Filing System (IEFS).**

EXHIBIT 6

STATE OF INDIANA)

IN THE DECATUR SUPERIOR COURT

SS:

COUNTY OF DECATUR)

CASE NO. 16D01-2507-F6-000520

STATE OF INDIANA)

FILED
SEP -4 2025

VS.

CHRISTIAN RUST)

Janet L. Howell
CLERK DECATUR CIRCUIT/SUPERIOR COURT

STATE’S BRIEF IN OPPOSITION TO DEFENDANT’S MOTION TO DISMISS

Comes now the State of Indiana, by Richard D. Culver, Special Prosecutor, and submits the State’s Brief in Opposition to Defendant’s Motion to Dismiss Counts I and II.

Facts:

Defendant, Christian Rust, was elected as the Washington Township Trustee, Decatur County, Indiana in 2018. Defendant served one four-year term in said position from 2019 through the end of 2022. On July 1, 2025, Defendant was charged by Information with four Counts. On August 13, 2025, Defendant filed his Motion to Dismiss Counts I and II.

Omitting the formal parts, those Counts read as follows:

Count I, “Between December 30, 2022 and January 5, 2023, in Decatur County, State of Indiana, Christian A. Rust did knowingly exert unauthorized control over the property of Washington Township, Decatur County, Indiana; that being US currency, with the intent to deprive Washington Township, Decatur County, Indiana, of any part of the use or value of the property, said property having a value of at least seven hundred fifty dollars.”

Count II, “Between December 30, 2022 and December 31, 2022, in Decatur County, State of Indiana, Christian A. Rust, being a public servant, being the Washington Township Trustee in Decatur County, Indiana, did knowingly commit an offense in the performance of his official duties; that being, knowing exert unauthorized control over the property of Washington Township, Decatur County, Indiana, by paying himself for 2021 from funds approved for a different purpose for 2022; said property having a value of at least seven hundred fifty dollars.”

Law and Argument:

Defendant argues that the facts stated in Counts I and II do not constitute an offense as required by I.C. 35-34-1-4(a)(5) because, he posits, as the Washington Township Trustee, he has

a legal defense that he was entitled to the money that he paid himself during the final hours of his tenure. In response thereto, the State draws the Court's attention to Tanoos v. State, 137 N.E.3d 1008 (Ind. Ct. App. 2019) and Hernandez v State, 220 N.E.3d 68 (Ind. Ct. App. 2023) which specify that to determine a motion to defense based upon I.C. 35-34-1-4(a)(5), the Court should compare the factual allegations of the Information to the substance of the criminal statute cited. If the charging Information language tracks the criminal statute, the motion to dismiss should be denied. See also State v. Sturman, 56 N.E. 3rd 1187, (Ind. Ct. App 2016). In Sturman, the trial court granted a motion to dismiss for failure to state an offense. Reversing the dismissal, the Court of Appeals, quoting Delagrange v. State, 951 N.E.2d 593, 594 (Ind. Ct. App. 2011), restated the rule that "when a defendant files a motion to dismiss an information, the facts alleged in the information are to be taken as true." Also, see v State v. Katz, 179 N.E.3d 431 (Ind. 2022) and State v. Bilbrey, 743 N.E.2d 796, 798 (Ind. Ct. App. 2001). Further, the Court may also take the facts alleged in the probable cause affidavit as true. Pavlovich v. State, 6 N.E.3d 969, 975 (Ind. Ct. App. 2014). Finally, a motion to dismiss is not appropriate to raise "questions of fact to be decided at trial or facts constituting a defense." Delagrange at 594-95."

Defendant has categorized his defense as a question of law; that being that he took the money because it was his right to so. Defendant's reliance for persuasive purpose on Smith v. State, 241 N.E.3d 624 (Ind. App. Ct. 2024) should be distinguished in that Smith was charged as an adult based upon a prior that could only be committed by a juvenile.

The suggestion that this Court should determine that Defendant cannot be charged based upon a possible legal defense is contrary to law. For example, in State v. Isaacs, 794 N.E.2d 1120, 1122 (Ind. Ct. App. 2003), the Court erroneously granted Defendant's motion to dismiss due to Defendant having a valid prescription. On appeal, the dismissal was reversed because the question of fact constituting a defense is not properly raised by a pretrial motion.

Similar claims of a legal right as a defense have been denied in:

JLF v State, 52 N.E.3d 852 (Ind. Ct. App. 2016), parents right to be on school grounds v Criminal Trespass,

State v. Katz, 179 N.E.3d 431 (Ind. 2022), privacy, freedom of speech, and expression v pornography, and

Austill V State, 745 N.E.2d 859 (Ind. App. 2001), what constitutes a bomb is not a question of law.

Defendant's assertion is not unlike a person claiming the legal right to self-defense, or the right of a diabetic to possess a syringe. First, the jury must hear the facts and circumstances justifying the shooting of another person, or whether the diabetic was using the syringe to inject insulin or heroin. In this case, there are more than sufficient facts to justify these Courts proceeding to a jury verdict, including Defendant's ever-evolving explanation as to why he took the money, i.e., either he didn't have an explanation, it was for a health insurance policy, it was for reimbursement of health expenses, or it was simply part of his salary; to which he was entitled without explanation.

In conclusion, Defendant's suggestion that Count II should be dismissed for failure to state the offense with sufficient certainty belies his argument and suggested defenses.

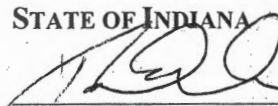
Specifically, Count II is premised upon a public servant paying himself from funds budgeted for another purpose for the calendar year 2022 that he claimed he was owed from 2021; that being the invoice Defendant submitted as an encumbrance.

The State submits that Defendant has been sufficiently apprised of the allegations to have already articulated his anticipated defenses of: a legal right to be paid pursuant to the two invoices, he was unaware that his actions were contrary to law, his behavior was mistaken, but not criminal, and that this case is merely a grievance between political rivals.

WHEREFORE, the State of Indiana prays that the Court deny Defendant's Motion to Dismiss, and for all other relief just and proper in the premises.

Respectfully submitted,

STATE OF INDIANA


Richard D. Culver, #4207-30
Special Prosecutor

CERTIFICATE OF SERVICE

I hereby certify that a copy of has been this 4th day of September, 2025, emailed to Daniel E. Pulliam, Maria Sofia Downham, and Tyler E. Brant, Attorneys for Defendants.


Richard D. Culver