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Clerk
Decatur County, Indiana

STATE OF INDIANA COUNTY OF DECATUR	SS:	IN THE DECATUR SUPERIOR COURT CAUSE NO. 16D01-2611-PL-000886 Decatur Superior Court

STATE OF INDIANA *ex rel.* TODD ROKITA ATTORNEY GENERAL OF INDIANA,

Plaintiff,

v.

CHRISTIAN RUST, CHARITY WILDER, and WESTERN SURETY COMPANY,

Defendants.

COMPLAINT TO RECOVER PUBLIC FUNDS

Plaintiff, State of Indiana *ex rel.* Todd Rokita, Attorney General of Indiana ("Plaintiff"), by counsel, Dane Kurth, Deputy Attorneys General, for its Complaint to Recover Public Funds, states the following:

INTRODUCTION

1. Plaintiff brings this action pursuant to Indiana Code § 5-11-1-27(m), Indiana Code § 5-11-5-1, Indiana Code § 5-11-5-4, Indiana Code § 5-11-7-1, Indiana Code § 34-24-3-1, and various common law claims.

2. Plaintiff seeks to redress harm done to: the public welfare; the property of the State of Indiana ("State"); the property of the Washington Township; ("Township") and/or Decatur County, Indiana, which resulted from the misappropriation and diversion of public funds by Defendants, Christian Rust and/or Charity Wilder.

FACTS

3. Pursuant to Ind. Code § 5-11-1-9, State Board of Accounts ("SBOA") performed an examination of the books, accounts, and records of the Township for the period of January 1, 2019, to December 31, 2022, ("Audit Period"). The results of the examination are set forth in SBOA Special Investigation Report 83486I ("Audit Report"), dated November 14, 2024. *See* Audit Report, attached hereto and incorporated herein as **Exhibit 1**.

4. The Audit Report disclosed malfeasance, misfeasance, and/or nonfeasance on the part of a public official, public employee, and/or other proper person, and was placed by the State Examiner with the Attorney General pursuant to Ind. Code § 5-11-5-1(a).

5. The Audit Report also disclosed that public funds were either:

a. misappropriated, diverted, or unaccounted;

b. illegally received;

c. illegally retained;

d. unaccountable for or not paid over any money so received;

e. obtained by fraud or in any unlawful manner; and/or

f. wrongfully withheld from the public treasury.

6. The State's claims arise from systematic violations of a position of trust by a public official, misappropriation and diversion of public funds, malfeasance, misfeasance, nonfeasance, dishonest acts, breached fidelity of duties by a public official, overt acts, fraud, and/or other conduct in breach of duties owed to the State and the public by a public official, other proper person, and/or entity.

7. The Audit Report further disclosed that public money had been unlawfully expended, obtained by fraud or any unlawful manner, or wrongfully withheld from the public treasury pursuant to Ind. Code § 5-11-6-3.

8. The State seeks damages, disgorgement of ill-gotten gains, enhanced damages pursuant to the Indiana Crime Victims Relief Act, and other appropriate relief.

PARTIES

9. The Attorney General of Indiana is exclusively charged with the responsibility and sovereign powers of recovering public funds, pursuant to Ind. Code § 5-11-5, *et seq*. of the State Board of Accounts Act. This Complaint is brought by the State of Indiana on the relation of the Attorney General of Indiana, pursuant to Ind. Code §§ 5-11-5-4 and 5-11-7-1, for the benefit of the Township and the citizens of the State of Indiana.

10. Defendant, Christian Rust ("Rust") served as the Trustee for the Township at all relevant times during the Audit Period.

11. Rust is either a delinquent officer/employee, surety of the officer, or any other proper person against whom recovery of such misappropriated, diverted, or unaccounted for funds may be had, pursuant to Ind. Code § 5-11-5-1 and/or 5-11-7-1.

12. Defendant, Charity Wilder ("Wilder") served as the Township Clerk for the Township, at all relevant times during the Audit Period.

13. Wilder is either a delinquent officer/employee, surety of the officer, or any other proper person against whom recovery of such misappropriated, diverted, or unaccounted for funds may be had, pursuant to Ind. Code § 5-11-5-1 and/or 5-11-7-1.

14. Defendant Western Surety Company ("Western") is a corporation duly authorized to conduct business in Indiana. Western was engaged in the business of issuing insurance policies and/or surety bonds in the State of Indiana at all relevant times during the Audit Period.

15. Western is an entity, surety, or any other proper person against whom recovery of such misappropriated, diverted, or unaccounted for funds may be had, pursuant to Ind. Code § 5-11-5-1.

JURISDICTION

16. This Court has both subject matter jurisdiction over the claims and personal jurisdiction over the parties.

17. Venue is proper pursuant to Indiana Rule of Trial Procedure 75.

COUNT I
Malfeasance, Misfeasance, and/or Nonfeasance – Christian Rust

Plaintiff, State of Indiana *ex rel.* Todd Rokita, Attorney General of Indiana, by and through its undersigned counsel, complains of Defendant Rust, and says:

18. The State restates and pleads each and every allegation contained in the previous paragraphs, and those paragraphs are incorporated in Count I as if wholly set forth herein.

19. During the Audit Period, Rust was Trustee for the Township and had a duty to not commit acts of malfeasance, misfeasance, and/or nonfeasance.

20. During the Audit Period, Rust had a duty to comply with all relevant portions of the Accounting and Uniform Compliance Guidelines Manual for

Townships of Indiana (the "Guidelines") and all relevant laws, rules, policies, and/or ordinances.

21. As the Washington Township Trustee, Rust had responsibilities including managing township property interests, finances, and complying with the Guidelines, and all other relevant statutes, ordinances, resolutions, manuals and policies.

22. Per the Guidelines, funds misappropriated, diverted or unaccounted for through malfeasance, misfeasance, or nonfeasance in office of any official or employee may be the personal obligation of the responsible official or employee.

Unsupported Medical Expense Reimbursements

23. During the Audit Period, as Trustee, Rust had a duty to not receive compensation in excess of the amount set forth in the salary resolutions and/or the amount appropriated in the Township's budget for the Trustee position.

24. Pursuant to Chapter 1 of the Guidelines, "all compensation and benefits paid to officials and employees must be included in the labor contract, salary ordinance, resolution or salary schedule adopted by the governing body unless otherwise authorized by law."

25. Both the 2021 and 2022 Township budgets provide a line item for "Employee Health Benefits" in the amount of $15,000 for each year. Additionally, in the 2021 and 2022 Salary Ordinances passed by the Township Board, there was a distinct line-item under the column entitled "Rate of Compensation" for "Township Trustee-Max Employee Benefits" of $15,000 for both years.

26. On December 31, 2022, the day before his term as Trustee came to an end, Rust issued a payment to himself, via Township check #8304, in the amount of $30,560.66.

27. A portion of the above payment was reimbursement for phone expenses in the amount of $679.40, with the remaining amount purportedly representing $29,881.26 in reimbursement to Rust for health expenses from 2021 and 2022.

28. Supporting documentation provided by Rust for said payment included an invoice for $15,000.00, with the description "2021 Health Expenses paid;" along with as an invoice for $14,881.26, with the description "2022 Health Expenses paid."

29. As reflected in the Audit Report, no accompanying documentation was provided to the Township and/or the SBOA to support the reimbursed amount of medical expenses claimed by Rust.

30. As a direct and proximate result of the breach of Rust's duties, the Township suffered a pecuniary loss in the total amount of $29,881.26 related to Rust's unsupported medical expense reimbursements, as reflected in the Audit Report.

Other Charges – Payroll Taxes, Penalties and Interest, Cell Phone, Audit Costs

31. As Township Trustee, Rust was responsible for paying claims and taxes in a timely fashion.

32. During the Audit Period, the Township incurred and paid penalties, interest, and other charges from the Indiana Department of Revenue ("DOR"), Indiana Department of Workforce Development ("DWD"), and/or the Internal Revenue Service ("IRS").

33. While Rust was Trustee, the Township did not timely remit payroll taxes and, as a result, the Township incurred penalties, interest, and other charges from the Indian DOR in the amount of $1,070.00, as reflected in the Audit Report.

34. Additionally, the Township incurred and paid penalties and interest to the Indiana DWD for failing to timely remit unemployment insurance payments, resulting in charges in the amount of $568.48, as reflected in the Audit Report.

35. As reflected in the Audit Report, SBOA charged Rust for penalties, interest, and other charges stemming from his failure to timely remit payments to the DOR and/or DWD, which caused the Township to incur penalties and interest charges in the total amount of $1,638.48.

36. Further, during the Audit Period, the Township incurred and paid penalties and interest to the Internal Revenue Service ("IRS") due to Rust not remitting employer payroll taxes timely, as reflected in the Audit Report.

37. As reflected in the Audit Report, SBOA charged Rust for penalties and interest incurred by the Township as a result of failing to remit timely payments to the IRS, resulting in penalties and interest charges in the total amount of $38,586.96.

38. Additionally, during the Audit Period, Rust received Unsupported Cell Phone reimbursements in the amount of $1,479.64.

39. As a direct and proximate result of the breach of Rust's duties, the Township suffered a pecuniary loss in the total amount of $71,586.34.

40. Further, as a direct and proximate result of the breach of Rust's duties, SBOA incurred additional audit costs in the amount of $17,783.33.

41. Consequently, Plaintiff is entitled to restitution and disgorgement from Rust of all ill-gotten gains unjustly and wrongfully received.

COUNT II
Malfeasance, Misfeasance, and/or Nonfeasance – Charity Wilder

Plaintiff, State of Indiana *ex rel.* Todd Rokita, Attorney General of Indiana, by and through its undersigned counsel, complains of Defendant Charity Wilder, and says:

42. The State restates and pleads each and every allegation contained in the previous paragraphs, and those paragraphs are incorporated in Count II as if wholly set forth herein.

43. During the Audit Period, Charity Wilder served as Township Clerk and assisted with day-to-day Township activities, as well as performing Township Assistance Program activities.

44. Wilder had a duty to not commit acts of malfeasance, misfeasance, and/or nonfeasance.

45. During the Audit Period, Wilder had a duty to comply with all relevant portions of the Guidelines and all relevant laws, rules, policies, and/or ordinances.

46. More specifically, during the Audit Period as Township Clerk, Wilder had a duty to not receive compensation in excess of the amount set forth in the salary ordinance.

47. During the year 2022, the Salary Ordinance provided for a salary of $43,000.00, whereas Wilder was paid $43,823.51.

48. SBOA found that no board approval or amendments were made to the salary ordinance in 2022 to account for the salary received in excess of the amount set forth in the salary ordinance.

49. As a result, Wilder received an overpayment of compensation in 2022, in the amount of $823.51.

50. As a direct and proximate result of the breach of Wilder's duties, the Township suffered a pecuniary loss in the total amount of $823.51.

51. Consequently, Plaintiff is entitled to restitution and disgorgement from Wilder of all ill-gotten gains unjustly and wrongfully received.

COUNT III
Malfeasance, Misfeasance, and/or Nonfeasance – Christian Rust & Charity Wilder, Jointly and Severally

Plaintiff, State of Indiana *ex rel.* Todd Rokita, Attorney General of Indiana, by and through its undersigned counsel, complains of Defendants Rust and Wilder, jointly and severally, and says:

52. The State restates and pleads each and every allegation contained in the previous paragraphs, and those paragraphs are incorporated in Count III as if wholly set forth herein.

53. At all relevant times during the Audit Period, Rust and Wilder each had a duty to comply with the Guidelines and all applicable laws, rules, policies, ordinances; and to not commit acts of misfeasance, malfeasance, and nonfeasance.

54. During the Audit Period a claim for Township Assistance was paid to the same vendor twice in the amount of $373.74.

55. Both checks were signed by Wilder and the application for Township Assistance claim was also signed off on by Wilder.

56. During the Audit Period, Rust and Wilder (jointly and severally) are responsible for a Township Assistance Claim paid twice, resulting in a pecuniary loss in the total amount of $373.74.

57. As a direct and proximate result of the breach of Rust's and/or Wilder's duties to the Township, the Township suffered a pecuniary loss in the total amount of $373.74.

58. Consequently, Plaintiff is entitled to restitution and disgorgement from Rust and Wilder of all ill-gotten gains unjustly and wrongfully received.

COUNT IV – IND. CODE § 34-24-3-1
Treble Damages Pursuant to Indiana's Crime Victims Relief Act – Christian Rust

Plaintiff, State of Indiana *ex rel.* Todd Rokita, Attorney General of Indiana, by and through its undersigned counsel, complains of Defendant Rust, and says:

59. The State restates and pleads each and every allegation contained in the previous paragraphs, and those paragraphs are incorporated in Count IV as if wholly set forth herein.

60. Indiana Code § 34-24-3-1 provides that if a party suffers a pecuniary loss as a result of a violation of Ind. Code Art. 35-43, Ind. Code § 35-42-3-3, Ind. Code § 35-42-3-4, and/or Ind. Code § 35-45-9, the party may bring a civil action against the person(s) who caused the loss for: (1) "an amount not to exceed three times the actual damages of the person suffering the loss;" (2) court costs; (3) a reasonable attorney's fee; (4) and other miscellaneous costs and expenses.

61. As set forth in this Complaint and described in the Audit Report, the State is a party suffering a pecuniary loss as a result of a violation by Rust of one or more of the following: Ind. Code § 35-43-4-2, Ind. Code § 35-43-4-3, and/or Ind. Code § 35-43-5-3, where he knowingly, intentionally, and wrongfully diverted public funds relating to the charges for receiving Unsupported Medical Expense Reimbursement in the amount of $29,881.26**,** as described in the Audit Report.

62. Further, on or about July 1, 2025, Rust was charged in a correlated criminal matter under cause 16D01-2507-F6-000520, in Decatur Superior Court. In that matter, Rust was charged with one count of Theft/F6, and three counts Official Misconduct/F6.

63. The State, for the benefit of the Township, is entitled to the relief described in Ind. Code § 34-24-3-1, including three times that actual loss discussed in Paragraph 61, totaling up to an additional $59,762.52 in enhanced damages, plus court costs, and a reasonable attorney's fee.

COUNT V

Surety Liability – Western Surety Company (Christian Rust)

Plaintiff, State of Indiana *ex rel.* Todd Rokita, Attorney General of Indiana, by and through its undersigned counsel, complains of Western Surety Company ("Western"), and says:

64. The State restates and pleads each and every allegation contained in the previous paragraphs, and those paragraphs are incorporated in Count V as if wholly set forth herein.

65. The Township and/or Rust obtained Public Official Bonds ("Bonds") from Western during the Audit Period, to cover dishonest acts and/or unfaithful performance of duties of Rust, in his capacity as the Washington Township Trustee. *See* Bond(s), attached hereto and incorporated herein as **Exhibit 2**.

66. The Bonds issued by Western provide $30,000.00 in annual bond coverage for each Bond year.

67. During the terms of coverage by Western's bonds, Rust failed to honestly and faithfully perform the duties of his office and committed acts of malfeasance, misfeasance, and nonfeasance, which resulted in the misappropriation, diversion, and/or misapplication of public funds.

68. As provided herein and in the Audit Report, Rust's acts or failures to act constitute, among other things, dishonesty, theft/conversion, official misconduct, gross negligence, and/or intentional disregard of the requirements of his position and duties.

69. As a result of the matters alleged in the rhetorical paragraphs above, Western is jointly and severally liable with Rust in an amount to be determined based on the applicable bond coverage.

COUNT VI

Surety Liability – Western Surety Company (Charity Wilder)

Plaintiff, State of Indiana *ex rel.* Todd Rokita, Attorney General of Indiana, by and through its undersigned counsel, complains of Western Surety Company ("Western"), and says:

70. The State restates and pleads each and every allegation contained in the previous paragraphs, and those paragraphs are incorporated in Count VI as if wholly set forth herein.

71. The Township and/or Wilder obtained Public Official Bonds ("Bonds") from Western during the Audit Period, to cover dishonest acts and/or unfaithful performance of duties of Wilder, in her capacity as the Washington Township Clerk. *See* Bond(s), attached hereto and incorporated herein as **Exhibit 3**.

72. The Bonds issued by Western provide $30,000.00 in annual bond coverage for each Bond year.

73. During the terms of coverage by Western's Bonds, Wilder failed to honestly and faithfully perform the duties of her office and committed acts of malfeasance, misfeasance, and nonfeasance which resulted in the misappropriation, diversion, and/or misapplication of public funds.

74. As provided herein and in the Audit Report, Wilder's acts or failures to act constitute, among other things, dishonesty, gross negligence, and/or an intentional disregard of the requirements of her position.

75. As a result of the matters alleged in the rhetorical paragraphs above, Western is jointly and severally liable with Wilder in an amount to be determined based on the applicable bond coverage.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, State of Indiana *ex rel.* Todd Rokita, Attorney General of Indiana, by counsel, respectfully requests the Court:

(a) Award judgment against Defendants Christian Rust and Charity Wilder, on each cause of action asserted against them, respectively, in this Complaint for any and all damages;

(b) Award judgment against Defendant Christian Rust in an amount not exceeding three times the pecuniary loss pursuant to Ind. Code § 34-24-3-1, plus attorney fees, and costs;

(c) Order Defendants Christian Rust and Charity Wilder to disgorge any and all ill-gotten gains unjustly and wrongfully received;

(d) Award judgment against Defendant Western Surety Company on each cause of action asserted against it in this Complaint for any and all damages;

(e) Award judgment in favor of Plaintiff for the costs of this action, including reasonable attorney's fees in accordance with Indiana Code 34-24-3-1, plus post judgment interest at the maximum legal rate of eight percent (8%) per annum; and

(f) Grant any and all other just and proper relief.

Respectfully submitted,

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By: /s/ Dane Kurth
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