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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

THE PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

v.

GAST MONUMENTS, INC., a dissolved Illinois
corporation;

JAMES F. GAST, individually, and as president of
Gast Monuments, Inc.;

KATHERINE E. GAST, a/k/a Katherine Gast-
Crook, individually, and as vice president of
Gast Monuments, Inc.,

Defendants.

CASE No. 2025CH06650

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff, the People of the State of Illinois, by Kwame Raoul, Attorney General of the State of Illinois, brings this action for injunctive and other relief against Defendants Gast Monuments, Inc. (“Gast Monuments”), a dissolved Illinois corporation; James F. Gast (“James Gast”), individually, and as owner and president of Gast Monuments, Inc.; and Katherine E. Gast, a/k/a Katherine Gast-Crook (“Katie Gast”), individually and as vice president of Gast Monuments, Inc. (collectively, “Defendants”), for violations of the Illinois Consumer Fraud and Deceptive Business Practices Act (“Consumer Fraud Act”), 815 ILCS 505/1, *et seq.*

NATURE OF THE CASE

1. For over a century, Gast Monuments was a family-operated business that specialized in custom burial monuments, grave markers, memorials, and headstones. After nearly six generations in business, Gast Monuments' operations deteriorated under the leadership and control of James and Katie Gast.

2. After the onset of the COVID-19 pandemic, Defendants misled and deceived consumers into paying thousands of dollars for memorial orders that could not be fulfilled within the promised timeframe.

3. Defendants' fraudulent business practices betrayed consumer trust and ultimately led to Gast Monuments' closure in 2024.

4. Since 2022, over 125 aggrieved consumers submitted complaints to the Office of the Illinois Attorney General alleging that Defendants either failed to deliver completed memorials within the promised timeframe, failed to deliver memorials at all, or failed to issue refunds for unfulfilled orders.

5. Defendants exploited consumers during their most vulnerable moments, absconded with their money, and left dozens of grieving families with their loved ones in graves that remain unmarked to this day.

PUBLIC INTEREST

6. The Illinois Attorney General believes this action to be in the public interest of the citizens of the State of Illinois and brings this lawsuit pursuant to Section 7 of the Consumer Fraud Act, 815 ILCS 505/7(a).

JURISDICTION AND VENUE

7. This action is brought for and on behalf of the People of the State of Illinois, Kwame Raoul, Attorney General of the State of Illinois, pursuant to the provisions of the Consumer Fraud Act, 815 ILCS 505/1 *et seq.*, and his common law authority as Attorney General to represent the People of the State of Illinois.

8. Venue for this action properly lies in Cook County, Illinois, pursuant to Section 2-101 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-101, in that some of the transactions out of which this action arose occurred in Cook County.

PARTIES

9. Plaintiff, the People of the State of Illinois, by Kwame Raoul, the Attorney General of the State of Illinois is authorized to enforce the Consumer Fraud Act, 815 ILCS 505/1, *et seq.*

10. Gast Monuments is a dissolved Illinois corporation that, at all times relevant to this Complaint, had its principal place of business at 1900 W. Peterson Avenue, Chicago, IL 60660.

11. Gast Monuments maintained studio locations at 24 S. River Road, Des Plaines, IL, 606016 and 225 N. Northwest Highway, Palatine, IL 60067.

12. Defendant James Gast is a resident of Cook County and was president and sole owner of Gast Monuments from 2018 to 2023.

13. Defendant Katie Gast is a resident of Lake County and was vice president and general manager of Gast Monuments from 2020 to 2023.

14. Because James and Katie Gast carried out the alleged conduct in this Complaint on behalf of or through Gast Monuments, James Gast, Katie Gast, and Gast Monuments are collectively referred to as “Defendants,” unless otherwise specified, and each is responsible for the alleged unlawful conduct herein.

15. For purposes of this Complaint for Injunctive and Other Relief, any references to the acts and practices of Defendants shall mean that such acts and practices are by and through the acts of James Gast, Katie Gast, Gast Monuments, or any of their representatives and/or other agents.

TRADE AND COMMERCE

16. Subsection 1(f) of the Consumer Fraud Act, defines “trade” and “commerce” as follows:

The terms “trade” and “commerce” mean the advertising, offering for sale, sale, or distribution of any services and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this State.

815 ILCS 505/1(f).

17. Defendants were at all times engaged in trade or commerce in the State of Illinois through the advertisement and sale of burial monuments, memorials, grave markers, and headstones to consumers.

BACKGROUND

As described below, Defendants violated Illinois law through acts or practices conducted during trade or commerce within the State of Illinois.

Company History

18. Founded by the Gast family in the 1880s, and incorporated in the State of Illinois on July 6, 1951, Gast Monuments had a long history of serving local Chicagoland communities by creating burial monuments, grave markers, memorials, and headstones (hereinafter, collectively referred to as “memorial(s)”).

19. At all times relevant to this Complaint, Gast Monuments specialized in designing, producing, and selling custom memorials and providing inscription services for existing memorials.

20. Services were typically offered in person at Gast Monuments’ Chicago, Palatine, and Des Plaines studios, and over the phone.

21. After over a century in business, Gast Monuments was voluntarily dissolved on December 8, 2023.

22. Despite filing for corporate dissolution in December 2023, Defendants kept up the appearance of remaining operational by operating and maintaining their website until at least April 2024. *See* April 3, 2024 screenshot of Gast Monuments’ website from Wayback Machine archive, <https://web.archive.org/web/20240403215936/https://gastmonuments.com/> attached as Exhibit A.

23. Defendants made no effort to inform consumers that Gast Monuments had ceased operations until eight months after its dissolution, when Katie Gast announced the company's closure via email on August 12, 2024.

24. At least 70 consumers fully paid for memorials for themselves or their loved ones, an amount totaling over \$200,000, and never received their memorials from Defendants before, or after, Defendants' closure.

25. Defendants used Gast Monuments' longstanding reputation as a local, multi-generational family business to market the company and inspire consumers' trust.

26. Defendants' website, www.gastmonuments.com, touted the company's "Six Generations of Chicago Memorialists" and highlighted that "the family legacy is carried on by 5th Generation James F. Gast, and his children 6th Generation [Nick] Gast and Katherine Gast-Crook." *See* screenshot of Gast Monuments' website from Wayback Machine archive, <https://web.archive.org/web/20230607155043/https://gastmonuments.com/> attached as ExhibitB.

27. Katie Gast also emphasized the company's legacy in her email signature block:

Katie Gast CM, AICA
6th Generation - Gast Monuments, Inc.
President Elect - Monument Builders of North America
<http://www.gastmonuments.com>

Katie Gast CM, AICA
6th Generation - Gast Monuments, Inc.
<http://www.gastmonuments.com>

Individual Defendants' Role in Business Operations

28. According to Defendants' website, James Gast and his children Katie and Nick pledged their "commit[ment] to providing quality craftsmanship, creative design, and personal service. They welcome you to visit their studios and carving facility to learn about the art of stone carving and view the process of how a memorial is made."

29. As president and owner of Gast Monuments, James Gast oversaw the company's daily operations and marketing, which included interacting with consumers on occasion.

30. Katie Gast managed Gast Monuments' sales, finances, and administrative staff and served as the main point of contact for new consumer clients. Katie Gast assisted consumers with selecting granite, determining sizes and designs, and creating inscriptions for proposed memorials.

31. Katie Gast also handled pricing, generating quotes, collecting payments from consumers, estimating delivery dates, coordinating with granite suppliers and cemeteries, providing consumers with status updates, and scheduling installations.

Defendants' Sales Contract

32. During the design process, Defendants presented consumers with a selection of stone materials, sizes, designs, and personalized inscriptions.

33. Once a consumer finalized their selections, Defendants memorialized the order using Gast Monuments' form contract. *See* as exemplar Blennerhassett's Gast Monuments contract, attached as Exhibit C.

34. The front page of the sales contract contains the essential details of each order and outlines the total price of the memorial, applicable taxes and fees, deposit and payment terms, location of the memorial, and delivery timeline.

35. The contract also includes a section for renderings and illustrations of proposed memorials as well as specifications for custom text inscriptions, dimensions, and materials selected by the consumer.

36. Consumers signed and dated the bottom of the front page of the contract, which included an acknowledgment of terms and conditions contained on the reverse side of the contract.

37. However, some consumers were never presented with the reverse side of the contract or made aware of the terms and conditions.

38. The reverse side of the contract includes additional contract provisions regarding delivery and completion of orders. The page provides that “Delivery time indicated is estimated[,]” and subject to “[d]elays occasioned by fire, flood, strikes, labor difficulties, Acts of God, or causes beyond the seller’s control,” and further states that “[w]here the cemetery company places the markers, delivery thereof to the cemetery shall constitute full compliance hereunder.” *See* reverse side of Gast Monuments contract, attached as Exhibit D.

39. The contract is silent as to the company’s refund policy and does not otherwise address remedies for partial or non-performance by Defendants.

Defendants’ Payment Terms and Cemetery Fees

40. Defendants typically required that consumers pay a 50% deposit on orders. Deposit terms and amounts were memorialized in each contract, if applicable.

41. Defendants likewise required full payment for certain services, such as engravings, prior to work being performed.

42. In addition to collecting deposits and payments for orders, Defendants also collected additional cemetery-related fees from consumers.

43. Cemeteries require the submission of permitting applications prior to approving the installation of memorials. The applications include details on the design, size, and installation of memorials.

44. Defendants submitted permitting applications to cemeteries on behalf of consumers.

45. Cemeteries also often require setting fees. According to the Archdiocese of Chicago, setting fees typically cover costs associated with properly installing a memorial at the cemetery and may also include future services, such as resetting a memorial's foundation or headstone.

46. Defendants routinely included a "Cemetery Charge" on sales contracts to cover permitting application costs and setting fees. Defendants' contract required that consumers pay their setting fee to Defendants at the time of order placement.

47. Defendants represented to consumers that these fees were collected and directly remitted to cemeteries by Defendants.

Defendants' Production Delays

48. Custom memorial companies, like Gast Monuments, rely on relationships with granite suppliers and quarries during the production process.

49. Defendants offered a variety of granite options to consumers. Defendants typically purchased raw granite from suppliers who source the stone from quarries all over the world.

50. Once a supplier receives raw granite from a quarry, the stone is sent to a fabricator for cutting.

51. Defendants would then receive the cut slabs of granite for finishing and inscription.

52. In or around March 2020, COVID-19 shutdowns led to global supply chain delays, including disruptions in granite shipments.

53. Defendants told consumers that these supply chain delays impacted Defendants' production and installation schedule and created uncertainty in Defendants' ability to predict delivery timelines.

54. Nonetheless, Defendants continued to promise target delivery date ranges to consumers at the time of order placement.

55. In addition to supply chain issues, Defendants' relationships with several granite suppliers and quarries deteriorated during this time because of Defendants' failure to pay outstanding bills.

56. Defendants' payment delinquencies ultimately caused several suppliers to suspend shipment of completed orders, halt work on new orders, or cease doing business with Defendants entirely.

57. Notwithstanding these operational and financial challenges, Defendants continued to accept new orders from consumers and collect deposits.

58. Defendants falsely assured timely completion and delivery of orders, to induce consumers to continue patronizing their business, and paying Defendants down payments, cemetery fees, and full payments.

59. Defendants' decision to continue accepting new orders under these circumstances created a significant backlog in order fulfillment and made it virtually impossible for Defendants to provide consumers with accurate or reliable production, shipment, or installation timelines.

60. Although Defendants continued to promise estimated delivery date ranges for new orders, they repeatedly failed to meet those target dates and did not provide timely updates on delivery timelines to consumers.

61. Defendants' delays persisted throughout the pandemic and remained largely unresolved until Gast Monuments ceased operations in 2024.

62. During this time, when consumers requested updates on pending orders, Defendants deflected and blamed the prolonged backlog on suppliers and cemeteries or ignored consumer inquiries entirely for months on end.

Defendants' Dispute with Catholic Cemeteries

63. In addition to production delays, Defendants routinely told consumers that their orders were delayed because Defendants were contending with changing rules and regulations imposed by local cemeteries.

64. In reality, Defendants stopped paying the setting fees required by certain cemeteries and were consequently unable to work with those cemeteries to complete customer orders.

65. Beginning in or around December 2022, multiple Catholic cemeteries operating under the Archdiocese of Chicago ("Catholic Cemeteries") stopped accepting new memorial orders from Defendants due to Defendants' failure to pay setting fees for prior orders.

66. Despite being unable to deliver to these cemeteries, Defendants continued to accept orders for memorials at these cemeteries.

67. In or around June 2023, after receiving complaints and inquiries from Defendants' consumers, Catholic Cemeteries sent a letter to consumers with pending memorial installations that provided, in part, as follows:

Unfortunately, Gast Monuments recently has not been paying Catholic Cemeteries for the setting fees that Gast collects from its customers and is supposed to remit to Catholic Cemeteries. These fees are important because they cover Catholic Cemeteries' costs of making sure that the monument or headstone is properly installed at the cemetery. They also cover the costs of future services, such as if the monument's foundation or headstone needs to be reset.

As a result of Gast's repeated failure to remit these payments, despite numerous opportunities to do so, Catholic Cemeteries is not currently permitting Gast to deliver and install new monuments at its cemetery locations throughout the Chicagoland area.

See Catholic Cemeteries letter to lot holders, attached as Exhibit E.

68. A few weeks later, in July 2023, the Catholic Cemeteries also issued a public statement dispelling Defendants' claims about changing rules and regulations. The statement provided, in part:

Cemeteries has not changed its policies or procedures for receiving and placing monuments.

We have worked with many monument companies last year without complaint or incident, completing nearly 8,000 marker and memorial placements. Other than a new pricing structure that applied to all monument companies, nothing has changed.

In the case of a company with a history of not meeting its financial or delivery obligations to the families involved or to Cemeteries, we may require more assurances that these obligations will be met.

See Catholic Cemeteries public statement as reported "44 families say they have not received headstones for their loved ones from Gast Monuments," *Always Investigating*, CBS News Chicago, 4 Aug. 2023, <https://www.cbsnews.com/chicago/news/44-families-no-headstones-gast-monuments/>, attached as Exhibit F.

Gast Monuments' Closure and Defendants' Refusal to Refund Consumers

69. Nearly three years after the onset of Defendants' purported production delays, Katie Gast finally addressed the backlog and assured consumers that it would soon be resolved:

This week we have several trucks coming into our facility. We are anticipating filling at least 65% of our backlog. By the end of the day tomorrow, we should have a full production schedule and be able to provide more detailed timelines.

See May 8, 2023 emails from Katie Gast regarding status of pending orders, attached as Composite Exhibit G.

70. Rather than sending the detailed timelines she promised, Katie Gast sent consumers a vague follow-up email on May 11, 2023:

Thank you for your continued patience as we work through our status updates. We have loaded some stones and moved forward with production. We are working on preparing the second batch for next week and will let you know if your memorial will be in that grouping.

Id.

71. On May 31, 2023, over three weeks after her initial email, Katie Gast sent an email to consumers that once again failed to provide the detailed production timeline she originally promised. Instead, she offered personal excuses and more vague assurances, leaving consumers without any clarity regarding the status of their orders:

First, I'd like to apologize for my delayed reply to all emails that have come in over the last few weeks. . . .

I am preparing the list of stone from the second group and will update those completed and the ones in our third grouping.

Thanks for your continued patience.

Id.

72. Despite Defendants' assurances, the backlog in orders remained unresolved. In October 2023, Defendants advised consumers that they were "vetting a new contractor to help complete our backlog" and "hope[d] to have this finalized in [t]he next week or so, leaving a few months for work to be completed."

73. Less than two months later, in December 2023, Defendants dissolved the corporation with the Illinois Secretary of State.

74. Defendants did not announce their closure to consumers until August 2024, when they sent an email to consumers promising consumers' outstanding orders would be transitioned to other area memorial businesses.

75. Defendants' email promised that consumers would receive another email by the end of the month with the information about which business their order was transferred to, but few if any consumers received further follow-up from Defendants let alone from another company.

76. While suppliers and cemeteries were able to walk away from doing business with Defendants, the consumers impacted by Defendants' fraudulent business practices were left in a state of uncertainty.

77. Consumers paid Defendants for memorials, fronted extra costs like cemetery fees, and waited years for memorials to be completed—only to receive nothing. When consumers asked for refunds, Defendants either refused or ignored the requests.

78. To date, the Office of the Illinois Attorney General, the Cook County States Attorney's Office, and the Better Business Bureau have received a combined total of over 160 complaints from consumers against Defendants. The majority of these complaints concern Defendants' failure to provide consumers with the memorials they purchased or placed deposits on, or provide those consumers with refunds. Consumers have paid Defendants over \$650,000 for memorials they never received.

CONSUMER ILLUSTRATIONS

79. Any examples of specific consumer experiences are simply illustrations and should not be construed as the only instances of Defendants' unlawful conduct or the only Illinois consumers harmed by such conduct. Plaintiff reserves the right to introduce evidence of other instances of Defendants' unfair or deceptive acts or practices alleged herein, including those pertaining to consumers other than those who have complained to the Office of the Attorney General.

JoAnn Blennerhassett

80. JoAnn Blennerhassett ("Blennerhassett") is a Lake County, Illinois resident.

81. On or about January 27, 2022, Blennerhassett and her two sisters-in-law called Defendants' Des Plaines studio to order a memorial for Blennerhassett's late mother-in-law.

82. The family spoke with Michelle Geverola ("Geverola") and requested that the memorial be identical to one they had previously purchased from Defendants for Blennerhassett's father and brother.

83. Geverola told Blennerhassett that Defendants could create the memorial using photos and their internal records of the earlier memorial design.

84. That same day, Geverola sent Blennerhassett's sister-in-law a copy of the sales contract, who shared the contract with Blennerhassett.

85. Geverola did not review or discuss the additional terms and conditions listed on the reverse side of the contract with Blennerhassett or her sisters-in-law at the time of sale.

86. The contract includes a drawing of the proposed memorial, a description of the materials to be used, the total cost of \$1,520, including a \$325 cemetery charge, the memorial's installation site, and a delivery date range of "Summer – Fall 2022". *See* Blennerhassett contract, attached as Exhibit C

87. The payment terms for Blennerhassett's order required a deposit at the time of order. Geverola explained that Blennerhassett would need to pay the remaining balance once the memorial was completed but before its installation in Blennerhassett's chosen cemetery, a Catholic Cemetery.

88. On or about February 7, 2022, once the order was finalized, Blennerhassett mailed a check for \$950 to Defendants for the initial deposit.

89. As the memorial's promised delivery date range approached, Blennerhassett and her sisters-in-law made several inquiries via telephone calls to Defendants regarding the status of the memorial. During this time, Defendants continued to blame the delay on supply chain issues caused by the pandemic.

90. In spring of 2022, Blennerhassett's sister-in-law sent follow-up inquiries via email to Defendants regarding the memorial's approaching delivery date. Defendants did not respond to these inquiries, and the memorial was not completed by summer or fall of 2022 as promised.

91. On January 9, 2023, Geverola finally reached out to Blennerhassett's family via email and informed her that the memorial had arrived in Chicago, and the remaining \$570 balance was due. *See* Geverola's January 9, 2023 email to Blennerhassett's family, attached as Exhibit H.

92. That same day, Blennerhassett paid Defendants \$570 using her debit card through Defendants' website.

93. Over the next several months, Blennerhassett made multiple attempts to contact Defendants and obtain an update on the memorial's installation. Blennerhassett's calls and emails went unanswered.

94. On or about May 5, 2023, nearly a year after the original completion date promised by Defendants and five months after Defendants claimed the memorial had been delivered to Defendants, Blennerhassett's sister-in-law spoke with Geverola over the phone regarding the prolonged delay in the memorial's installation.

95. Geverola blamed the delay on supply chain issues caused by the pandemic.

96. On or about May 24, 2023, fearing that Defendants would not complete the memorial, Blennerhassett resorted to ordering a replacement memorial from another company.

97. Upon placing the alternate order, Blennerhassett emailed Katie Gast and requested a full refund from Defendants for the undelivered memorial. Blennerhassett's request went unanswered.

98. In or around June 2023, Blennerhassett called Defendants and spoke with James Gast.

99. During this call, Blennerhassett requested permission for her family to pick up the

memorial from Defendants' studio and deliver it to the cemetery themselves. Blennerhassett offered to still pay Defendants the \$325 installation fee, even though Defendants would not be handling the installation.

100. James Gast told Blennerhassett that he could not allow her family to install the memorial themselves. He explained that Catholic Cemeteries were no longer accepting memorials from Defendants due to Defendants' failure to pay for previous installations.

101. On or about July 21, 2023, while reviewing her debit card statement, Blennerhassett noticed an unauthorized charge of \$570 from Defendants dated July 20, 2023.

102. Blennerhassett called Defendants' Chicago studio and left a voicemail requesting an explanation for the unauthorized charge.

103. Hearing no response from Defendants, Blennerhassett contacted her bank to dispute the unauthorized charge, which her bank was able to reverse the following month.

104. Over the next several days, Blennerhassett and her husband made multiple attempts to visit Defendants' Des Plaines studio during its normal business hours to discuss the status of the memorial and the unauthorized charge, but the studio was unexpectedly closed.

105. On July 26, 2023, a year after Defendants' originally promised delivery, Blennerhassett filed a consumer complaint with the Office of the Illinois Attorney General and proceeded to make arrangements for the delivery and installation of the replacement memorial she ordered in May.

106. On or about July 27, 2023, Katie Gast was interviewed by a local investigative news reporter about the increasing complaints against Gast Monuments. The reporter specifically asked Katie Gast about Blennerhassett's memorial and asked her to reach out to Blennerhassett.

107. After her interview, Katie Gast called Blennerhassett. During their conversation, Blennerhassett once again requested a full refund for the undelivered memorial to no avail.

108. On or about August 4, 2023, after Blennerhassett confirmed that the replacement memorial would soon be ready for installation, Blennerhassett called Katie Gast to reiterate that Defendants' continued delay caused Blennerhassett to have to purchase a replacement memorial. Blennerhassett further informed Katie Gast that she no longer needed Defendants to install her memorial and requested a refund once again.

109. On or about August 7, 2023, Katie Gast called Blennerhassett and told her Defendants would deliver the memorial to Blennerhassett's chosen cemetery on August 14, 2023.

110. During this call, Katie Gast made various representations to Blennerhassett about Defendants' willingness to issue a refund. At one point, Katie Gast offered to refund half of the \$1,520 Blennerhassett paid. When Blennerhassett rejected this offer, Katie Gast offered a refund of the full \$1,520 if Blennerhassett provided proof of payment for the replacement memorial and a photo of Blennerhassett at the cemetery with the completed replacement memorial.

111. To receive her full refund, and as instructed by Katie Gast, Blennerhassett sent Katie Gast proof of order, payment, and installation of the replacement memorial.

112. Defendants never responded to Blennerhassett's message.

113. To date, Defendants have not refunded any portion of Blennerhassett's payment, nor have they provided her late mother-in-law's memorial.

Slavojka Nardulli

114. Slavojka Nardulli ("Nardulli") is a resident of Lake County, Illinois

115. Nardulli's husband passed away unexpectedly on August 3, 2021.

116. On or about October 21, 2021, Nardulli visited Defendants' Des Plaines studio and met with Geverola to design and purchase a memorial for her husband. Geverola assisted Nardulli with selecting the type of granite, size, design, inscription, and font for the memorial.

117. Nardulli's selection was memorialized in a contract. *See* Nardulli contract, attached as Exhibit I.

118. The contract includes a description of the materials to be used, the total cost of \$11,183, including a \$1,470 cemetery charge, the memorial's installation site, and the delivery date range of "Spring – Summer – 2022 approximate." *Id.*

119. During her visit, Nardulli emphasized to Geverola that, due to cultural reasons, the memorial needed to be installed at her chosen cemetery, a Catholic Cemetery within one year of her husband's death.

120. Geverola assured Nardulli that the memorial would be installed by August 3, 2022.

121. Based on Geverola's assurances, on October 21, 2021, Nardulli paid Defendants a total of \$6,370, which included a \$4,900 deposit and \$1,470 cemetery charge.

122. On April 8, 2022, Geverola informed Nardulli via email that the memorial was completed and scheduled to ship on April 15, 2022. Geverola added that once the memorial was in transit, Defendants would be able to provide a more accurate delivery date.

123. On July 26, 2022, one week before the completion date originally promised by Defendants, Geverola notified Nardulli that Defendants were coordinating getting the memorial shipped from Georgia to Illinois. Geverola promised Nardulli another update once Defendants received the memorial.

124. Nardulli did not receive her late-husband's memorial by August 3, 2022, in time to mark his grave on the anniversary of his death.

125. On September 14, 2022, Nardulli emailed Geverola to see if the memorial was in transit to Illinois yet. When her email went unanswered for nearly four weeks, Nardulli sent Geverola a follow-up email on October 13, 2022 and once again requested an update on the memorial delivery.

126. Geverola responded on October 20, 2022, with Katie Gast cc'd on the email, and advised Nardulli that Katie Gast would provide an update because she oversaw shipment and deliveries.

127. After Katie Gast did not respond with an update, Nardulli emailed Geverola and Katie Gast on October 28, 2022 to ask if the memorial would be installed before the winter. *Id.*

128. On November 7, 2022, Geverola emailed Nardulli that:

Katie Gast is coordinating with the manufacturing and shipping company on getting this shipped. With the big backlog and lack of labor issues in our industry, things are moving extremely slow. She is cautiously optimistic that in approximately 2-3 weeks, this stone will be in our facility. Thank you for your patience.

See November 7, 2022 email from Geverola, attached as Exhibit J

129. Frustrated by the lack of clarity from Defendants, Nardulli visited Defendants' Des Plaines Studio in late November to get an update in person. Nardulli met with Geverola, who informed Nardulli that she would need to speak with Katie Gast to get any further information.

130. Nardulli repeatedly tried to reach Katie Gast afterwards, but Katie Gast never followed up with Nardulli or returned any of her phone calls.

131. On January 13, 2023, Nardulli sent an email to Geverola and Katie Gast

demanding a full refund and requesting that Defendants call her to confirm the refund.

132. On January 16, 2023, Geverola emailed Nardulli:

I am truly sorry that this long wait has caused your family so much grief. I know how you are feeling and know that I understand. I called and left you a voicemail earlier. I have also reached out to Katie regarding this since she takes care of our accounting.

See January and February email correspondences between Nardulli and Defendants, attached as Exhibit K.

133. At Katie Gast's request, on or about January 23, 2023, Nardulli met with Defendants via Zoom.

134. In that meeting, Katie Gast blamed the prolonged delay in fulfilling Nardulli's order on the pandemic and Defendants' inability to find a trucking company to deliver the memorial from the supplier's warehouse in Georgia to Illinois.

135. Katie Gast assured Nardulli that Defendants were committed to resolving the issue. Katie Gast promised that her father, James Gast, would personally drive to Georgia to retrieve Nardulli's memorial, along with other customers' memorials, and bring them back to Illinois.

136. In late January and early February 2023, Nardulli emailed Defendants for updates, but Defendants were slow to respond and, when they did respond, they failed to provide meaningful updates. *Id.*

137. On February 17, 2023, Nardulli emailed Defendants to inform them that, due to the ongoing delays and lack of communication, Nardulli had no choice but to purchase a replacement memorial from an alternate company. She also stated that she would be visiting the Des Plaines studio the following week to collect her refund check. *Id.*

138. On February 23, 2023, Geverola responded to Nardulli that:

I apologize for not responding sooner -- I was out sick. I have reached out to Katie Gast regarding an immediate update. Again, I apologize that this whole shipping thing is taking so long. The monument has been completed by the manufacturer for a while.

Id.

139. In or around early March 2023, Nardulli visited the Des Plaines studio to speak with Geverola and request a refund of her deposit. Geverola informed Nardulli that she needed to discuss the issue with Katie Gast at the Chicago studio.

140. On March 20, 2023, Geverola emailed Katie Gast, with Nardulli cc'd, requesting an update on the status of Nardulli's order.

141. Later in the spring of 2023, frustrated by Katie Gast's unresponsiveness, Nardulli visited Defendants' Chicago studio hoping to get an update from Katie Gast in person.

142. Nardulli was met by Nick Gast and told that she could not meet with Katie Gast without an appointment.

143. Nardulli informed Nick Gast that she wanted to cancel the order and receive a full refund. Nick Gast offered her \$1,000 as the best he could do, but Nardulli rejected the offer and insisted on a full refund. In response, Nick Gast told Nardulli that her order was a custom piece, offered her \$50, and told her take the money and "leave my showroom."

144. On or about May 15, 2023, Nardulli visited the Des Plaines studio during its regular business hours, but it was closed.

145. The next day, on May 16, 2023, Nardulli emailed Geverola requesting a copy of her sales contract. Nardulli received a copy of her contract the same day from Katie Gast.

146. On or about August 3, 2023, Nardulli posted on her public Facebook page,

tagging Gast Monuments about her experience with Defendants.

147. On August 8, 2023, Nardulli filed a consumer complaint with the Office of the Illinois Attorney General.

148. After Nardulli made her post on Facebook, Katie Gast contacted Nardulli to discuss her order.

149. On or about August 10, 2023, Nardulli met with Katie Gast at Defendants' Chicago studio to inquire about the delivery status of her order or, alternatively, seek a refund.

150. During this meeting Nardulli learned that, contrary to the representations Defendants made to her six months earlier during their Zoom meeting, James Gast had not driven to Georgia to retrieve her late husband's memorial. Instead, Defendants furnished a FedEx tracking slip showing that the memorial was in transit and had only left the granite supplier's warehouse in Georgia the day before. *See* FedEx tracking slip, attached as Exhibit L.

151. On or about August 13, 2023, after a series of text messages exchanges with Defendants about the memorial, Nardulli met with Katie Gast at the Chicago studio to review the memorial and request adjustments to the proposed inscription, and base emblem.

152. On August 17, 2023 Katie emailed Nardulli a photo of the completed monument, writing, "[i]t turned out beautifully." *See* August 17, 2023 email from Defendants to Nardulli attached as Exhibit M.

153. On or about August 30, 2023, Katie Gast texted Nardulli and stated that Nardulli would need to pay the remaining balance of \$3,613 before the foundation could be poured and that the memorial would be installed one week after the foundation was poured. After some back-and-forth text messages with Katie Gast, Nardulli paid the outstanding balance of \$3,613 on or about September 7, 2023.

154. Throughout the remainder of 2023, Nardulli's repeated requests for further updates on the status of her completed memorial were met with silence.

155. On May 24, 2024, Nardulli filed a complaint in the Circuit Court of Lake County, Illinois, seeking damages in the amount of \$15,000. *See* Nardulli's Verified Complaint, attached as Exhibit N.

156. To date, more than three years after her husband's passing, Defendants have neither refunded Nardulli nor delivered her late husband's memorial.

RELEVANT STATUTORY AND REGULATORY PROVISIONS

157. Section 2 of the Consumer Fraud Act provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretation of the Federal Trade Commission and the Federal courts relating to Section 5 (a) of the Federal Trade Commission Act.

815 ILCS 505/2.

158. Section 2 of the Uniform Deceptive Trade Practices Act provides, in relevant part:

(a) A person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation, the person:

....

(5) represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have;

815 ILCS 510/2.

CONSUMER FRAUD ACT VIOLATIONS

159. The People reallege and incorporate by reference the allegations in Paragraphs 1 to 156.

160. Defendants have committed deceptive acts or practices in the conduct of trade or commerce declared unlawful under Section 2 of the Consumer Fraud Act, 815, ILCS 505/2 by:

- a. Misrepresenting, with the intent that consumers rely on such misrepresentations, that monuments would be completed within a specified timeframe;
- b. Misrepresenting, with the intent that consumers rely on such misrepresentations, that Defendants had the ability to install memorials in certain cemeteries where those cemeteries were refusing to approve new orders from Defendants;
- c. Misrepresenting, with the intent that consumers rely on such misrepresentations, the status of the production, delivery, and installation of memorials; and
- d. Accepting payment from consumers, failing to commence or complete the promised work, and then failing to refund consumers' money upon request.

UNIFORM DECEPTIVE TRADE PRACTICES ACT VIOLATION

161. The People reallege and incorporate by reference the allegations in Paragraphs 1 to 156.

162. Defendants have committed acts or practices in the conduct of trade or commerce declared unlawful under Section 2 of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/2(a)(5), by representing that Defendants were in good standing with certain cemeteries when those cemeteries were refusing to approve new applications from Defendants due to unpaid fees.

REMEDIES

163. Section 7 of the Consumer Fraud Act provides:

- (a) Whenever the Attorney General has reason to believe that any person is using, has used, or is about to use any method, act or practice declared by the Act to be unlawful, and that proceedings would be in the public interest, he may bring an action in the name of the State against such person to restrain by preliminary or permanent injunction the use of such method, act or practice. The Court, in its discretion, may exercise all powers necessary, including but not limited to: injunction, revocation, forfeiture or suspension of any license, charter, franchise, certificate or other evidence of authority of any person to do business in this State; appointment of a receiver; dissolution of domestic corporations or association suspension or termination of the right of foreign corporations or associations to do business in this State; and restitution.
- (b) In addition to the remedies provided herein, the Attorney General may request and this Court may impose a civil penalty in a sum not to exceed \$50,000 against any person found by the Court to have engaged in any method, act or practice declared unlawful under this Act. In the event the court finds the method, act or practice to have been entered into with intent to defraud, the court has the authority to impose a civil penalty in a sum not to exceed \$50,000 per violation.

(c) In addition to any other civil penalty provided in this Section, if a person is found by the court to have engaged in any method, act, or practice declared unlawful under this Act, and the violation was committed against a person 65 years of age or older, the court may impose an additional civil penalty not to exceed \$10,000 for each violation.

815 ILCS 505/7.

164. Section 10 of the Consumer Fraud Act, provides that “[i]n any action brought under the provisions of this Act, the Attorney General ... is entitled to recover costs for the use of this State.” 815 ILCS 505/10.

165. Section 3 of the Uniform Deceptive Trade Practices Act provides:

A person likely to be damaged by a deceptive trade practice of another may be granted injunctive relief upon terms that the court considers reasonable. Proof of monetary damage, loss of profits or intent to deceive is not required. Relief granted for the copying of an article shall be limited to the prevention of confusion or misunderstanding as to source.

Costs or attorneys’ fees or both may be assessed against a defendant only if the court finds that he has willfully engaged in a deceptive trade practice.

The relief provided in this Section is in addition to remedies otherwise available against the same conduct under the common law or other statutes of this State.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays that this Honorable Court enter an Order:

A. Finding that Defendants engaged in trade or commerce within the meaning of Section 1(f) of the Consumer Fraud Act;

B. Finding that Defendants, while conducting trade or commerce, engaged in acts or practices declared unlawful by Section 2 of the Consumer Fraud Act;

C. Declaring that all contracts entered into between Defendants and Illinois consumers by the unlawful practices alleged herein are rescinded and requiring that full restitution be made by Defendants to said consumers;

D. Permanently enjoining Defendants, acting alone or in concert with others, from engaging in the unlawful acts and practices alleged herein, and including a permanent injunction barring Defendants from engaging in the business of soliciting, offering for sale, and selling monuments, memorials, markers, and foundations in the State of Illinois;

E. Assessing a civil penalty of \$50,000 per unlawful act or practice and an additional amount of \$50,000 for each instance of unlawful act or practice found to have been committed with an intent to defraud as provided in Section 7 of the Consumer Fraud Act, 815 ILCS 505/7;

F. Assessing an additional civil penalty in the amount of \$10,000 per violation of the Consumer Fraud Act found by the Court to have been committed by the Defendants against a person 65 years of age and older as provided in Section 7(c) of the Consumer Fraud Act, 815 ILCS 505/7(c);

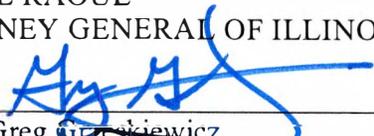
G. Requiring the Defendants to pay all costs for the prosecution and investigation of this action; and

H. Providing such other and further equitable relief as justice and equity may require.

Respectfully Submitted,

THE PEOPLE OF THE STATE OF ILLINOIS, by
KWAME RAOUL
ATTORNEY GENERAL OF ILLINOIS

BY:



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