

**COMMONWEALTH OF KENTUCKY
9TH JUDICIAL CIRCUIT
HARDIN COUNTY CIRCUIT COURT
CIVIL ACTION No: _____**

**COMMONWEALTH OF KENTUCKY
ex rel. ANDY BESHEAR, ATTORNEY GENERAL**

PLAINTIFF

COMPLAINT

**NICOLLE THOMPSON, INDIVIDUALLY
AKA NICOLLE STAPLES,
AKA NICOLLE ELAINE STAPLES,
AKA NICOLLE THOMPSON-STAPLES
D/B/A GABRIELLA FARM, LLC**

DEFENDANT

**SHERIFF, SERVE:
NICOLLE THOMPSON
13943 LEITCHFIELD ROAD
EASTVIEW, KY 42732**

AND

**GABRIELLA FARM, LLC
13943 LEITCHFIELD ROAD
EASTVIEW, KY 42732**

**SHERIFF, SERVE:
NICOLLE ELAINE STAPLES
13943 LEITCHFIELD ROAD
EASTVIEW, KY 42732**

*** **

(electronically filed)

Comes the Plaintiff, the Commonwealth of Kentucky *ex rel.* Andy Beshear, Attorney General, and for his Complaint against Defendant NICOLLE THOMPSON (hereinafter “Defendant Thompson”) states as follows:

PRELIMINARY STATEMENT

Under the name “Gabriella Farm, LLC,” Defendant Thompson has sold all-inclusive wedding packages, wedding planning services, and rented her property at 13943 Leitchfield

Road (also named “Gabriella Farm”) as a wedding venue since 2016.¹ These services range in price from approximately \$3,000.00 to over \$10,000.00, depending on which options the customers choose at an initial consultation with Defendant Thompson or her agent. The nature of the services Defendant Thompson contracted to provide her customers often required that contracts span several months to over a year worth of planning for the event. During that time, Defendant Thompson would communicate periodically with the customer, often via text message or email, and in some cases, would send them invoices for vendors she purported to hire for their weddings. Customers paid Defendant Thompson the funds to pay these vendors or for items to be used in their weddings; customers did not pay the vendors directly.

However, the Office of the Attorney General of Kentucky has spoken to seven couples whose experiences with Defendant Thompson demonstrate a worsening pattern of perpetrating unfair and deceptive practices. In each case, Defendant Thompson requested and accepted hundreds or thousands of dollars over the course of several months to pay vendors and/or host a wedding, but did not pay—or in some cases even book—the vendors and did not make promised preparations prior to their weddings.

Some couples did not even get a wedding. On September 6 and 7 of this year, Defendant Thompson or her agent called at least three customers with weddings scheduled in September and October 2018 and canceled their weddings mere weeks before they were to occur.² Defendant Thompson or her agent claimed that Gabriella Farm had been sold and that refunds would be issued from the proceeds. This was untrue, as Gabriella Farm had not been sold. Since then, on around November 5, 2018, these couples received notice via text message of a wire transfer scheduled to refund their money later that day. None of these couples received any money that day or since.

¹ Gabriella Farm, LLC was formerly a domestic limited liability company organized on July 21, 2016, which state records show was administratively dissolved on October 9, 2017 for failure to file a 2017 annual report. However, on information and belief, Defendant Thompson continued to offer her services and products under the name Gabriella Farm, LLC.

² The sudden cancellation of these all-inclusive weddings forced customers to either quickly come up with thousands of dollars more to secure a new venue and vendors or to postpone their wedding because all of their available funds had been paid to Defendant Thompson.

As of the date of filing this Complaint, Defendant Thompson has never paid a refund to any of the couples with whom the Attorney General's office has spoken. In fact, customers who have demanded refunds have at best received false promises or excuses that tapered off to silence, and at worst Defendant Thompson has threatened to sue the customer for defamation if a customer posted a bad review of her to the internet. The Commonwealth believes that Defendant Thompson sent invoices and accepted payments from customers without intending to pay vendors and instead used the money she received for her own benefit.

Defendant Thompson's practices constitute unfair, false, misleading or deceptive conduct prohibited by the Kentucky Consumer Protection Act, and this action is in the public interest to protect the general public, seek restitution for consumers harmed by Defendant Thompson's actions and inactions and assess civil penalties at the discretion of this Court. Concurrently with the filing of this Complaint, the Attorney General is placing a *lis pendens* on the Gabriella Farm property in Eastview, Kentucky.

As such, the Office of the Attorney General of Kentucky files this action against Defendant Thompson.

I. PARTIES, JURISDICTION AND VENUE

1. Plaintiff, the Commonwealth of Kentucky *ex rel.* Andy Beshear, Attorney General, is responsible for the enforcement and administration of Kentucky law, including the Kentucky Consumer Protection Act, KRS 367.110 *et seq.* (hereinafter "KCPA"). KRS 367.190 authorizes him to bring this action in the name of the Commonwealth of Kentucky and he has determined it to be in the public interest to do so.

2. Defendant, NICOLLE THOMPSON, is a Kentucky resident who resides at 13943 Leitchfield Road, Eastview, KY 42372. She has also been known by the names of NICOLLE STAPLES, NICOLLE THOMPSON-STAPLES, and has done business under the name GABRIELLA FARM, LLC.

3. Defendant, GABRIELLA FARM, LLC, was a Kentucky limited liability company solely owned and operated by Defendant Thompson with its principal office located at 13943 Leitchfield Road, Eastview, KY 42372. It was administratively dissolved on October 9, 2017.

4. This Court has jurisdiction over this matter pursuant to KRS 367.190(1), because the Attorney General has reason to believe that Defendant is using or has used methods, acts or practices declared to be unlawful by KRS 367.110 *et seq.*, and that these proceedings are in the public interest.

5. Venue is proper in Hardin County pursuant to KRS 367.190(1), because 1) Defendant Thompson lives and operates her business in Hardin County and 2) many of Defendant Thompson's methods, acts and practices declared to be unlawful by KRS 367.170 were committed or are about to be committed in Hardin County.

II. LAW

6. Plaintiff adopts, reiterates and realleges each and every allegation in Part I of this Complaint as if fully set out herein.

7. Pursuant to KRS 367.170, "[u]nfair, false, misleading or deceptive acts or practices in the conduct of any trade or commerce are...unlawful."

8. Pursuant to KRS 367.190, "[w]henver 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 KRS 367.170 to be unlawful, and that proceedings would be in the public interest, he may immediately move in the name of the Commonwealth in a Circuit Court for a restraining order or temporary or permanent injunction to prohibit the use of such method, act or practice."

9. Pursuant to KRS 367.200, "[t]he court may make such additional orders or judgments as may be necessary to restore to any person in interest any moneys or property, real or personal, which may have been paid out as a result of any practice declared to be unlawful by KRS 367.130 to KRS 367.300..."

10. Pursuant to KRS 367.990(2), if the court finds a person is willfully violating or has willfully violated the KCPA, a civil penalty of “not more than two thousand dollars (\$2,000.00) per violation” may be imposed.

III. FACTS

11. Plaintiff adopts, reiterates and realleges each and every allegation in Parts I and II of this Complaint as if fully set out herein.

12. Though administratively dissolved since October 9, 2017, Defendant Thompson was the sole officer, shareholder, and agent of Gabriella Farm, LLC. See Exhibit 1.

13. After its dissolution, on information and belief, Defendant Thompson continued to do business under the name “Gabriella Farm, LLC.”

14. Defendant Thompson personally and substantially participated in the conduct described in this complaint.

ZACH MATTINGLY

15. **Zach Mattingly** is a resident of Jefferson County, Kentucky. *See* Affidavit of Zach Mattingly attached hereto as Exhibit 2.

16. Zach Mattingly paid \$11,173.65 to Defendant Thompson over the course of several months beginning November 16, 2017, for a package of services for his wedding that was to occur on September 22, 2018. This package included \$2,000.00 for Defendant Thompson’s services as a wedding coordinator and for use of Gabriella Farm for the wedding. *See id.*

17. Pursuant to the contract, Defendant Thompson was to find vendors for the wedding and send invoices and requests for payment to Mr. Mattingly. Mr. Mattingly, in turn, was to respond to Defendant Thompson’s requests with payment for Defendant Thompson to forward to the vendors. *See id.*

18. In August 2018, after sending Defendant Thompson the final payment, bringing the total to \$11,173.65 for various vendors, Mr. Mattingly discovered a negative review of Defendant Thompson on the internet. Concerned, on August 30, 2018, he contacted the vendors

she purported to have booked and paid to ensure that they had actually been booked and paid. *See id.*

19. Mr. Mattingly discovered that only one of the vendors, the videographer, had been booked and paid \$750.00, which covered only the deposit. The remaining vendors, including the cake baker, the caterer, the bartender, and the DJ had not even heard of Mr. Mattingly. *See id.*

20. Mr. Mattingly immediately informed Defendant Thompson that he no longer wished to retain her and requested a full refund. In response, Defendant Thompson falsely claimed that she had mixed up vendors assigned to weddings on September 22 and she would start requesting refunds. Mr. Mattingly demanded a refund by Monday, September 3, 2018, in consideration of his wedding scheduled in 23 days. *See id.*

21. Over the course of the next week, Mr. Mattingly regularly texted Defendant Thompson, and she responded with false assertions of progress toward getting refunds, finally stating on September 4, 2018, that she was able to get “refunds but not deposit money back.” However, Defendant Thompson did not refund Mr. Mattingly’s money. *See id.*

22. On November 5, 2018, Mr. Mattingly received purported notice via text message of a wire transfer scheduled for 4:00 p.m., for \$9,423.65 “*covering all refunds associated with the closing of Gabriella Farm.*” The text message stated that Mr. Mattingly should receive the funds by November 9, 2018. Mr. Mattingly has not received this money as of the time of this filing. *See id.*

MIRANDA JOHNSON

23. **Miranda Johnson** is a resident of Bullitt County, Kentucky. *See* Affidavit of Miranda Johnson attached hereto as Exhibit 3.

24. Miranda Johnson paid \$4,999.00 to Defendant Thompson over the course of several months beginning March 21, 2017, for an all-inclusive package of services for her wedding that occurred on September 23, 2017. Most importantly to Ms. Johnson, and as reflected in her contract, this package specifically included rental of the barn at Gabriella Farm

as venue for her wedding and a wedding coordinator, but also it also included flowers, decorations, professional catering, and professionally made cake. *See id.*

25. When Ms. Johnson arrived at Gabriella Farm for her wedding on September 23, 2017, she discovered that Defendant Thompson had scheduled renovation of the barn that day. Defendant Thompson assured Ms. Johnson that the renovation would be complete and the wedding would occur in the barn at 4:00 p.m. However, just before 4:00 p.m., as Ms. Johnson and the wedding party gathered for the ceremony at the barn, Defendant Thompson told Ms. Johnson the renovation was not complete and her wedding would have to happen outside. *See id.*

26. Defendant Thompson also did not provide the correct number of bouquets, the linens were dirty, runners were ripped, decorations were wrong and/or had not been prepared, tables and chairs were not set up, and the baked goods were not professionally made.

27. Additionally, Defendant Thompson did not provide an “air-conditioned bathroom trailer” for wedding guests as advertised on her website, requiring a significant walk for guests to use the bathroom in Defendant Thompson’s house.

28. Ms. Johnson requested a partial refund because Defendant Thompson prevented her from being married in the barn and, in response, Defendant Thompson made excuses about other vendors costing more and reducing any refund that she would provide. Ms. Johnson requested invoices or a “breakdown” of these costs, and Defendant Thompson ignored her requests, repeated the excuses, and ultimately did not provide any documentation. *See Exhibit 3.*

GENERAL ALLEGATIONS

29. **The foregoing consumers are presented as examples of the unfair, false, misleading or deceptive acts or practices of Defendant to establish jurisdiction, venue and cause of action, and are not intended as an exhaustive list of victims identified to date by the Office of the Attorney General.**

30. Defendant Thompson accepted monetary payments and deposits for wedding packages from Kentucky residents and instead used those monies for her own benefit.

31. Defendant Thompson failed to hire professional vendors with customer monies as contracted to do in, at a minimum, three (3) weddings, and instead did sub-standard and insufficient work herself and used customer monies for her own benefit.

32. Defendant Thompson cancelled, at a minimum, three (3) weddings and used for her own benefit payments she accepted to pay vendors under the contract.

33. Defendant Thompson refused to refund, at a minimum, \$27,402.48 to at least seven (7) of her Kentucky customers.

34. Defendant Thompson has ceased all communication with her customers.

35. Defendant Thompson has continued to do business as “Gabriella Farm, LLC” since it was administratively dissolved.

36. Defendant Thompson solely participated in the act of taking money from customers, providing no or substandard service to them and refusing to refund their money.

37. Defendant Thompson exercised such dominion and control over Gabriella Farm, LLC as to result in a loss of the corporate separateness of Gabriella Farm, LLC.

38. Defendant Thompson exercised absolute domination and control over Gabriella Farm, LLC in such a way as to cause harm to the residents of the Commonwealth of Kentucky, including, but not limited to Miranda Johnson and Zach Mattingly.

39. Treatment of Gabriella Farm, LLC, as a separate corporate entity would promote injustice and fundamental unfairness.

40. Defendant Thompson’s aforementioned actions were willful.

41. The foregoing acts constitute unfair, false, misleading and/or deceptive acts and/or practices in violation of KRS 367.170.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for Judgment against all Defendants as follows:

- a) That Defendant Thompson be permanently enjoined and prohibited from violating the KCPA, KRS 367.170;
- b) That Defendant Thompson be permanently enjoined and prohibited from selling services in connection with weddings or wedding planning;
- c) For a Judgment finding willful violation of the KCPA, KRS 367.170 as to Defendant Thompson;
- d) For an award of restitution for damages caused by the willful violations of KRS 367.170;
- e) For restoration of property pursuant KRS 367.200;
- f) For disgorgement of profits pursuant to KRS 367.200;
- g) For an award of civil penalties pursuant to KRS 367.990(2) in an as of yet to be determined amount, with interest at the statutory rate for civil judgments, for each willful violation of KRS 367.170;
- h) For Plaintiff to be awarded its costs and expenses herein, including litigation and investigation;
- i) For a trial by jury on all issues so triable;
- j) Any and all other relief to which Plaintiff may appear to be entitled.

Respectfully submitted,
 ANDY BESHEAR
 ATTORNEY GENERAL

/s/ Joshua Newton
 Joshua Newton
 Assistant Attorney General

Benjamin Long
 Executive Director
 Office of Consumer Protection
 Office of Attorney General
 1024 Capital Center Drive, Suite 200
 Frankfort, Kentucky 40601
 Telephone: (502) 696-5300
 Joshua.Newton@ky.gov

Gabriella Farm, LLC

General Information

Organization Number	0958095
Name	Gabriella Farm, LLC
Profit or Non-Profit	P - Profit
Company Type	KLC - Kentucky Limited Liability Company
Status	I - Inactive
Standing	B - Bad
State	KY
Country	USA
File Date	7/21/2016 12:52:11 PM
Organization Date	7/21/2016
Last Annual Report	N/A
Principal Office	13943 Leitchfield Rd Eastview, KY 42732
Managed By	Members
Registered Agent	Nicolle Elaine Staples 13943 Leitchfield Rd Eastview, KY 42732

Current Officers

Individuals / Entities listed at time of formation

Organizer	Nicolle Elaine Staples
Organizer	Nicolle Staples
Registered Agent	Nicolle Elaine Staples

Images available online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

Administrative Dissolution	10/9/2017	1 page	PDF
Articles of Organization	7/21/2016 12:52:11 PM	1 page	PDF

Assumed Names

Activity History

Filing	File Date	Effective Date	Org. Referenced
Admin Dis. A. report not in	10/9/2017	10/9/2017	
Add	7/21/2016 12:52:11 PM	7/21/2016 12:52:11 PM	

Microfilmed Images

KENTUCKY SECRETARY OF STATE
P.O.BOX 718
FRANKFORT, KY 40602



0958095

First Class Mail
US Postage Paid
Frankfort, KY
Permit No. 888

Certificate of Dissolution

I, Alison Lundergan Grimes, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

IMPORTANT NOTICE

Gabriella Farm, LLC

did not file its 2017 annual report within sixty days after it was due. Accordingly, the Secretary of State administratively dissolved the limited liability company on October 9, 2017.

**GABRIELLA FARM, LLC
13943 LEITCHFIELD RD
EASTVIEW KY 42732**

**DECLARATION OF ZACHERY MATTINGLY
PURSUANT TO 28 U.S.C. § 1746**

I, Zach Mattingly, declare as follows:

1. My name is Zach Mattingly, and I am a United States citizen who is over eighteen years of age. I reside in Jefferson County, Kentucky.

2. I have personal knowledge of the facts stated in this declaration, and if called as a witness, I could competently testify to the facts stated herein.

3. Gabriella Farm is owned and operated by Nicolle Thompson Staples, and located in Eastview, Kentucky, Hardin County. Gabriella Farm was advertised as a wedding venue.

4. On November 16, 2017, my fiancée and I signed a contract with Ms. Staples, agreeing to pay her \$1,999.00 for her services as our wedding coordinator for our September 22, 2018 wedding. Pursuant to this contract, Ms. Staples agreed to secure all vendors necessary for our wedding. As she secured vendors, Ms. Staples was to forward me invoices for their services and I would pay Ms. Staples who, in turn, would forward that money to each vendor.

5. On November 21, 2017 I paid Ms. Staples a \$1,000.00 deposit, via PayPal, for her wedding planning services.

6. On February 19, 2018, I received an email from Ms. Staples with a list of vendors and the amount each one would be owed. On that same day, I paid Ms. Staples \$2,799.00, via PayPal, to cover the deposit amount for each of the vendors listed.

7. On March 31, 2018, I paid Ms. Staples \$1,275.00, via PayPal, which was the final payment for the vendors for whom I had previously sent deposits.

8. On July 12, 2018, I received an email from Ms. Staples with an invoice for the catering cost, the cost of the rehearsal dinner, the cost of the videographer and the remaining balanced owed to Ms. Staples in her capacity as our wedding planner. On July 13, 2018, I paid Ms. Staples \$5,488.00, via PayPal, to cover the full cost for each vendor listed on the invoice,

excluding the rehearsal dinner cost. After this payment, not only had Ms. Staples been paid in full for her services, she also had the funds to pay each vendor in full.

9. On July 17, 2018, I received an email from Ms. Staples with an invoice directly from the restaurant hired to cater our rehearsal dinner. On August 16, 2018, I paid Ms. Staples \$611.65, via PayPal, for that invoice.

10. Sometime after making the payment on August 16, 2018, I saw a bad review online regarding a wedding held at Gabriella Farm. Due to the concern this post caused me, I decided to contact our vendors to make sure they had been booked and paid for our wedding.

11. On Thursday, August 30, 2018, approximately one month before our wedding, I began reaching out to each vendor listed on the invoices that I had received from Ms. Staples.

- a. When I emailed the cake designer, I received the following response: "I'm sorry but I have not received any orders from her for this date."
- b. When I emailed the photographer, I received the following response: "...I am at a loss to explain what's going on, but I can say that I have neither been contacted about nor been contracted to take pictures at your wedding. And I have not received any money from anyone to do so...I do not photograph weddings."
- c. When I emailed the DJ service, I received the following response: "Sadly I don't have you in our system at all..."
- d. When I contacted the bartender, they stated that they had canceled their contract with Ms. Staples due to lack of payment.
- e. The only vendor that had received a deposit for their services was the videographer, who received \$750.00.

12. I was in complete shock when I realized that Ms. Staples had never used the thousands of dollars I had paid to her to plan our wedding and secure each vendor. I immediately

called Ms. Staples, but she would not answer or return my calls. I then sent Ms. Staples a text message and explained what I had learned. I told her I no longer wished to retain her services and I requested a full refund.

13. In response, Ms. Staples falsely claimed, via text message, that there had been a “mix up in vendors assigned to the weddings on Sept 22,” and that she would “start requesting refunds.” I informed Ms. Staples that since we only had 23 days until our wedding I wanted the full refund by Monday, September 3, 2018.

14. On August 31, 2018, Ms. Staples again falsely claimed that she was working as hard as she could to “get it as quickly as possible as vendors were booked and paid and most have best practices of not returning deposit money.” Although I continually asked her for the contact information for these vendors, Ms. Staples never provided me with any names.

15. On September 4, 2018, Ms. Staples texted me, falsely stating that she was able to get “refunds but not deposit money back” and that she was tracking everything on a spreadsheet that she would send me. She said she was waiting for the vendors to refund her the money and then she would send it to me. By 5:00 p.m., she still had not refunded our money so I texted Ms. Staples again asking that she respect our time and get us our refund as quickly as possible. Ms. Staples replied that she was “sorry today did not go as planned” and that she would give us the money after she went to the bank the following day.

16. On September 5, 2018, at 11:59 a.m. I again asked for an update from Ms. Staples. At 5:17 p.m., Ms. Staples finally responded to my text, but said nothing about the refund she had been promising to us for the past 7 days. I then informed Ms. Staples that our lawyer would be in contact with her. This was the last communication with Ms. Staples.

17. The total amount that I paid Ms. Staples as of August 16, 2018 is \$11,173.65. Although Ms. Staples claimed there was a mix up in vendors and she was waiting for them to give

her money back, she never provided me with any proof of this “mix up.” Instead, all I received were multiple excuses as to why she was unable to provide me with a refund. I believe that out of the \$11,173.65 that we paid Ms. Staples, she only used \$750.00 to secure a vendor for my wedding. I believe that Ms. Staples used the rest of my money for her own purposes, which is why she has never been able to refund it.

18. In addition to the amount my fiancée and I paid Ms. Staples, we have now paid out an additional \$11,191.83 so that we could still be married on September 22, 2018.

19. On November 5, 2018, I received a text message stating that a wire transfer in the amount of \$9,423.65 was scheduled for 4:00 p.m. that day “*covering all refunds associated with the closing of Gabriella Farm,*” and that we would receive the funds no later than Friday, November 9, 2018. As of the date of the signing of this declaration, I have not received any portion of the refund that she owes us.

I declare, under penalty of perjury, that the foregoing statement is true and correct.

Executed on November 14, 2018.


ZACH MATTINGLY

**DECLARATION OF MIRANDA JOHNSON
PURSUANT TO 28 U.S.C. § 1746**

I, Miranda Johnson, declare as follows:

1. My name is Miranda Johnson, and I am a United States citizen who is over eighteen years of age. I reside in Bullitt County, Kentucky.

2. I have personal knowledge of the facts stated in this declaration, and if called as a witness, I could competently testify to the facts stated herein.

3. Gabriella Farm is owned and operated by Nicolle Thompson Staples, and located in Eastview, Kentucky, Hardin County. Gabriella Farm was advertised as a wedding venue.

4. On March 1, 2017, I signed a Rental Agreement for use of the farm for my wedding on September 23, 2017. The total price of the package that I chose was \$4,999.00. The package was called "Down on the Farm," and it included the following: use of the barn for my ceremony, use of the covered pavilion, day-of event coordination, private bridal suite, catering for 100 guests, custom wedding cake, tables, chairs, linens, use of farm décor, bridal party floral arrangements, licensed bartender, photographer, DJ services, wedding officiant and clean up services.

5. When we executed the contract, I lived in Illinois, so it was very important and helpful to me that the package that Ms. Staples offered me included a wedding coordinator. This meant that Ms. Staples and the coordinator would secure and stay in contact with each vendor so that I did not have to make several trips from Illinois to Kentucky.

6. It was also very important to me that, under the contract, my wedding would occur inside the barn on the property. Throughout the entire planning process with Ms. Staples—which included notes made on the contract and conversations I had with her—I made very clear to her that my intention was to be married inside the barn.

7. The wedding party rehearsed the ceremony at Gabriella Farm the day before my wedding. When we arrived, Ms. Staples informed me that we had rehearse outside and not in the

barn. Ms. Staples warned me not to look inside the barn because she was working on a “surprise” for me; she was having the floor redone inside.

8. The following morning, when I arrived to prepare for my wedding, the barn floor was still under construction. I was very concerned, but Ms. Staples assured me that the floor would be done by 2:00 p.m. and that she could quickly finish setting up in time for my 4:00 p.m. ceremony.

9. While I was getting ready for my wedding, I realized that Ms. Staples had not provided the number of bouquets I had contracted with her to provide. Although I had given Ms. Staples a binder with the exact amount needed, there was one fewer than requested. I tried to find Ms. Staples to correct this issue, but I was unable to locate her. Instead, the coordinator that she had hired had to rush to put something together for us to use, and it did not match any of the other flowers I was using.

10. At 3:00 p.m., Ms. Staples informed my fiancé that the barn floor was not going to be completed for our ceremony and that we would have to hold the ceremony outside, where we had rehearsed it the previous day. He asked Ms. Staples if she had told me yet and Ms. Staples replied that she was on her way to tell me right then. However, she did not tell me until just minutes before 4:00 p.m., while my wedding party, parents, fiancé’s parents and I were all getting lined up to go inside the barn for my wedding.

11. During the day, as problems arose, I was never able to locate Ms. Staples to discuss these issues with her. I feel strongly that if I had not independently hired a wedding coordinator to assist with my wedding, none of these problems would have been solved at all.

12. That evening, after my wedding, I located Ms. Staples and requested a partial refund since I was not able to use the barn as specified in our contract. Ms. Staples claimed that

there was no money to refund because additional costs arose on my wedding day¹ so those vendors had received whatever refund that she would be able to give me

13. I requested a breakdown of what each vendor cost and Ms. Staples stated she would provide one.

14. On September 27, 2017 (four days after my wedding), I emailed Ms. Staples to follow up on the price breakdown and Ms. Staples stated that her legal team had not gotten back with her yet.

15. On October 1, 2017, I emailed Ms. Staples again to follow up on the price breakdown and again she told me that her legal team had not sent her the documentation. She continued, stating “there was more of a financial loss than gain due to changes & add ons[sic]” that she paid instead of asking me for additional funds. These “changes and add ons[sic]” included the following:

- (1) my flowers “always being out of season” were “twice as expensive due to the hurricane”;
- (2) the restaurant that was hired to cater my wedding “no longer makes chicken fingers” so she had to order them from somewhere else and ask them for a second meat;
- (3) the DJ charged her an additional \$100 to play an additional hour; and
- (4) the “lanterns and sparklers used at your send-off were a gesture of kindness and not budgeted or included in the original wedding planning.”²

Ms. Staples promised to refund what she could, but “from a financial standpoint, it’s not going to be an attractive offer.”

¹ Ms. Staples alleged the DJ played for an extra hour and a hurricane doubled the cost for my flowers to be shipped in.

² In reviewing my contract, I noticed that on page 15, Ms. Staples had written “sprakers,” which I understand to mean the “sparklers” I had requested were actually planned for and written into the contract.

16. On October 11, 2017 I again requested a price breakdown and Ms. Staples did not send me one.

17. On November 6, 2017, I once again reached out to Ms. Staples via email, asking for an update so that we could get everything resolved and move on. Ms. Staples replied that there “really is not much to resolve as the wedding was a financial loss for the farm...” and “there’s no money to refund as there was no money made after the extra dollars were spent...” She went on to say that the only thing left for me to do was to “take it to court, which would just add more [deficit] to the cost of this wedding...” and if I wanted to do that, she would tell her “counsel” to review the signed contract “to determine case cause for a court hearing.” That same day I once again requested a breakdown of “expenses with receipts that our money was used towards.” I never received a reply from Ms. Staples.

18. As of the date of the signing of this declaration, I have not received the cost breakdown that I requested several times from Ms. Staples so that I could see for myself where my money went. I have also not received any portion of my requested refund.

19. As of the date of the signing of this declaration (a year and a half since my wedding), I have not received a refund from Ms. Staples. I have not had any further communication with Ms. Staples since November, 2017.

20. It is my belief that Ms. Staples breached the contract signed in 2016. By not informing me that she intended to replace the barn floor, and not allowing me to see the progress of the project when I arrived for my rehearsal, she did not allow me to make an informed decision about the location of my wedding. I believe that Ms. Staples was fully aware that the floor in the barn would not be finished in time for my wedding, but chose not to inform me until such time when I had no choice but to continue my wedding under her terms.

21. It is my belief that Ms. Staples never contacted a "legal team" or intended to provide me with a cost breakdown for my wedding.

22. It is my belief that Ms. Staples never intended to refund any portion of the money that I paid her for my wedding.

I declare, under penalty of perjury, that the foregoing statement is true and correct.

Executed on November 14, 2018.


MIRANDA JOHNSON

COMMONWEALTH OF KENTUCKY
9TH JUDICIAL CIRCUIT
HARDIN COUNTY CIRCUIT COURT
CIVIL ACTION No: _____

COMMONWEALTH OF KENTUCKY
ex rel. ANDY BESHEAR, ATTORNEY GENERAL

PLAINTIFF

NOTICE OF LIS PENDENS

NICOLLE THOMPSON, INDIVIDUALLY
AKA NICOLLE STAPLES,
AKA NICOLLE ELAINE STAPLES,
AKA NICOLLE THOMPSON-STAPLES
D/B/A GABRIELLA FARM, LLC

DEFENDANT

* * * * *

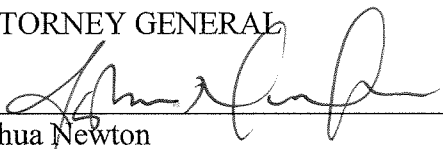
NOTICE IS HEREBY GIVEN that on the 21st day of November, 2018, the Commonwealth of Kentucky *ex rel.* Andy Beshear, Attorney General, as Plaintiff, filed an action in Hardin County Circuit Court, styled as above, which action affects all the right, title, claim to and interest in and to the real property in Eastview, Hardin County, Kentucky owned by one or the named Defendant, including real property known as "Gabriella Farm" and being a part of the same property conveyed by **Wilmington Trust, National Association as Successor Trustee to Citibank, N.A., as Trustee f/b/o the registered holders of Structured Asset Mortgage Investments II Trust 2007-AR7, Mortgage Pass-Through Certificates, Series 2007-AR7 to Nicolle Staples** by special warranty deed dated **November 20, 2015** and recorded in the office of the Hardin County Clerk in **Deed Book 1418, Pages 222-225**, and as more fully described in Exhibit A attached hereto.

By virtue of which proceedings, the Plaintiff, Commonwealth of Kentucky, has and hereby asserts a lien upon the real property hereinbefore described as security for payment of said debt, penalties, interest and cost.

Given under my hand at Frankfort, Kentucky, on this 21st day of November 2018.

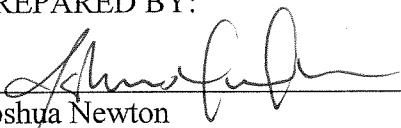
Respectfully submitted,

ANDY BESHEAR
ATTORNEY GENERAL



Joshua Newton
Assistant Attorney General

PREPARED BY:



Joshua Newton

Assistant Attorney General

CONSUMER PROTECTION DIVISION

1024 Capital Center Dr., Suite 200

Frankfort, KY 40601

(502) 696-5697

Exhibit A

Certain tract of land situated in Hardin County, KY about 12 miles Southwest of Elizabethtown and fronting on the South side of a 60 foot right of way to U.S. 62; Beginning at an iron pin in the North right of way of U.S. 62 and corner to H. Leroy Hughes, acquired in Deed Book 392, Page 57, in the office of the Clerk of Hardin County, Kentucky; thence with Hughes and the North side of an old roadbed and then with Wilford Martin acquired in Deed Book 148, Page 270, in said office, South 79 degrees 40 minutes 20 seconds East 630.0 feet to an iron pin, thence South 4 degrees 40 minutes 00 seconds East 5.7 feet to a copper pipe in the center of aforesaid old roadbed and corner to Grayden Cecil, acquired in Deed Book 345, Page 234, in said office; thence with the line of Cecil South 4 degrees 40 minutes 00 seconds East 1096.8 feet to a wood fence post in the North right of way line of the Western Kentucky Parkway; thence with the North right of way line of the Western Kentucky Parkway, South 63 degrees 29 minutes West 232.0 feet; thence South 70 degrees 07 minutes West 304.3 feet, thence South 59 degrees 43 minutes West 251.3 feet, thence South 66 degrees 49 minutes West 48.4 feet to an iron pin, thence with the new division line within Mae Terry, acquired in Deed Book 190, Page 331, in said office, North 3 degrees 29 minutes 40 seconds West 1179.2 feet to a wood fence post; thence North 66 degrees 28 minutes West 13.3 feet to a wood fence post, thence North 54 degrees 12 minutes West 178.1 feet to a wood fence post, thence North 10 degrees 37 minutes East 134.1 feet to a wood fence post in the South right of way line of U.S. 62, thence with the South right of way line of U.S. 62 North 59 degrees 41 minutes East 289.4 feet to the point of beginning.