

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

GWEN YEAMAN,)
)
 Plaintiff,)
) CASE NO. 1:05-cv-0406-LJM-WTL
 v.)
)
 CAROLINE ASHLEIGH, and)
 CAA, INC. f/k/a CAROLINE)
 ASHLEIGH ASSOCIATES, INC.)
)
 Defendants.)

**AMENDED COMPLAINT
AND DEMAND FOR JURY TRIAL**

Plaintiff Gwen Yeaman (“Yeaman”), for her Amended Complaint against Defendants Caroline Ashleigh (“Ashleigh”) and CAA, Inc. f/k/a Caroline Ashleigh Associates, Inc. (“CAA, Inc.”), states as follows:

**I.
Jurisdiction and Venue**

1. Yeaman filed her Complaint in the Marion County Superior Court, in Marion County, Indiana. On March 21, 2005, Ashleigh filed her Notice of Removal of this cause from the Marion County Superior Court to this Court. Accordingly, jurisdiction and venue is based on the Court’s removal jurisdiction pursuant to 28 U.S.C. § 1441(a).

2. In her Notice of Removal, Ashleigh alleged that the amount in controversy in this action exceeds \$75,000.00 and is between citizens of different states. Accordingly, jurisdiction is also proper based on diversity of citizenship pursuant to 28 U.S.C. § 1332.

3. The Court has supplemental jurisdiction over Yeaman’s claims asserted herein against Ashleigh and CAA, Inc. pursuant to 29 U.S.C. § 1367.

II.
The Parties

4. Yeaman is an Indiana citizen who, at all relevant times resided and worked in Indianapolis, Indiana.

5. Ashleigh is a Michigan citizen who, at all relevant times resided in Birmingham, Michigan.

6. CAA, Inc. is a Michigan corporation with headquarters in Birmingham, Michigan.

7. On November 29, 2004, Caroline Ashleigh Associates, Inc. filed a certificate of amendment to its articles of incorporation, with the office of the Michigan Secretary of State, changing its name to CAA, Inc.

8. Also on November 29, 2004, articles of organization were filed creating Caroline Ashleigh Associates, LLC, a Michigan limited liability company with headquarters in Birmingham, Michigan. Ashleigh signed these articles on October 22, 2004.

III.
Facts Relevant to All Claims

A. Yeaman Obtained the Bandolier Bag Opportunity

9. Jenni and Mike Lyton (the “Lytons”) were the owners of a beaded bandolier bag (the “bandolier bag”), a Native American artifact.

10. In April 2004, the Lytons asked Yeaman to broker or sell their bandolier bag. Yeaman agreed to do so.

11. At that time, Yeaman intended to broker the bandolier bag, and any other Native American artifacts that were offered for brokering, as a sole proprietorship doing business as American Indian Art Brokerage, LLC.

12. Because this was a new venture for her, Yeaman contacted several acquaintances, including Ashleigh, seeking advice regarding the brokering process.

13. Ashleigh did not provide brokering advice to Yeaman at that time.

14. The Lytons mailed the bandolier bag to Yeaman at her residence in Indianapolis and Yeaman received it on June 11, 2004. At that time, Yeaman had sole custody and possession of the bandolier bag.

B. The Formation of the Partnership

15. Absolutely Indigenous, LLC f/k/a American Indian Art Brokerage, LLC (collectively, "AIAB" or the "partnership") is an Indiana general partnership, in which Yeaman and Ashleigh are or were partners.

16. In May 2004, Ashleigh telephoned Yeaman in Indianapolis and proposed that she and Yeaman form a partnership to broker the bandolier bag and other Native American artifacts.

17. In May and June 2004, Ashleigh telephoned Yeaman in Indianapolis over a dozen times and sent Yeaman numerous e-mails to discuss the details of the partnership agreement.

18. By the end of June 2004, Yeaman and Ashleigh orally agreed to operate their Native American artifact brokering business under the name American Indian Art Brokerage, LLC.

19. Under the terms of Yeaman and Ashleigh's oral agreement, Yeaman and Ashleigh would each receive 50% of the partnership's net profits.

20. Yeaman and Ashleigh also agreed that Yeaman would locate and procure brokering opportunities and create cultural and historical contexts to enhance the potential values of artifacts obtained, and Ashleigh would market and sell the artifacts.

21. The name of the partnership was later changed to Absolutely Indigenous, LLC.
22. Despite the name, the partnership was never formalized as a limited liability company.

C. The Creation of Bailments in Yeaman

23. Virginia Esten (“Esten”) is an Indiana citizen who resides in Indianapolis, Indiana. Esten is the owner of several Native American rugs (the “Navajo Rugs”).

24. Stacie LaPresto (“LaPresto”) is an Indiana citizen who resides in Bloomington, Indiana. LaPresto is the owner of a Native American pottery (the “Zuni Pot”).

25. Scott Gregory (“Gregory”) is a resident of South Carolina. Gregory is the owner of several Native American rugs and paintings and a dye chart (the “Gregory artifacts”).

26. In May 2004, LaPresto contacted Yeaman and asked Yeaman to broker the sale of the Zuni Pot. Yeaman agreed to do so.

27. LaPresto hand-delivered the Zuni Pot to Yeaman in Indianapolis in May 2004 so that Yeaman could broker its sale.

28. Yeaman accepted possession of the Zuni Pot and had sole custody and possession of it.

29. LaPresto retained and retains ownership of the Zuni Pot.

30. Around May 2004, Esten also contacted Yeaman and said she was interested in selling her Navajo Rugs.

31. In June of 2004, Esten asked Yeaman to broker the sale of the Navajo Rugs. Yeaman agreed to do so.

32. In the summer of 2004, Esten hand-delivered the Navajo Rugs to Yeaman in

Indianapolis.

33. Yeaman accepted possession of the Navajo Rugs and had sole custody and possession of them.

34. Esten retained and retains ownership of the Navajo Rugs.

35. Gregory also contacted Yeaman in July 2004 and asked her to broker the Gregory artifacts. Yeaman agreed to do so in partnership with Ashleigh.

36. Gregory mailed the artifacts to Yeaman in Indianapolis, which she received in late July.

37. Yeaman accepted possession of the Gregory artifacts and had sole custody and possession of them.

38. Gregory retained and retains ownership of the Gregory artifacts.

D. The Creation of a Sub-Bailment in Ashleigh

39. During June and July 2004, Ashleigh and Yeaman discussed partnership business during several telephone and e-mail conversations.

40. During those conversations, Yeaman told Ashleigh that she had received the Zuni Pot, the Navajo Rugs and the Gregory artifacts (collectively, the “bailed artifacts”), as partnership opportunities.

41. Ashleigh asked Yeaman to send her photographs of the artifacts in Yeaman’s possession, so that Ashleigh could show them to potential partnership customers.

42. In a later conversation, Ashleigh told Yeaman to deliver the artifacts to Ashleigh’s home in Michigan because, according to Ashleigh, the potential buyers needed to see the actual items.

43. Yeaman delivered the bailed artifacts and the Lyton's bandolier bag to Ashleigh's home in Birmingham, Michigan on about July 31, 2004.

44. During that visit, Ashleigh referred to Yeaman as her partner and the two discussed partnership business.

45. Yeaman relied upon her partnership agreement with Ashleigh, Ashleigh's statements regarding their status as partners and the status of the artifacts in Yeaman's possession as partnership opportunities when she delivered the artifacts into Ashleigh's possession.

46. Ashleigh accepted possession of the bandolier bag and bailed artifacts and had sole custody and possession of them.

47. When Ashleigh accepted possession of the bandolier bag, she did so on behalf of the partnership and for the purpose of furthering the partnership's ability to find a purchaser for the bandolier bag.

48. When Ashleigh accepted possession of the bailed artifacts, she did so on behalf of the partnership and for the purpose of furthering the partnership's ability to find purchasers for the bailed artifacts.

49. At the time Ashleigh accepted possession of the bandolier bag and bailed artifacts, she knew that Yeaman did not own the bandolier bag or the bailed artifacts.

E. Yeaman's Continued Efforts to Enhance the Partnership
Opportunities at Ashleigh's Request

50. After the partnership was formed, Ashleigh asked Yeaman to send her a copy of the cultural and historical context report that Yeaman had prepared for the bandolier bag.

51. Yeaman had begun preparing the report in April 2004, and between April and

June 2004, Yeaman invested over 300 hours to research and create the report. During their conversations in May and June 2004 regarding the formation of the partnership, Yeaman kept Ashleigh apprised of her progress on the report and the results of her research.

52. Yeaman sent a copy of her cultural and historical context report for the bandolier bag to Ashleigh in late June 2004.

53. Yeaman's cultural and historical context report enhanced the ultimate value of the bandolier bag at auction.

54. During Yeaman's visit to Ashleigh's home, Ashleigh asked Yeaman to prepare a cultural and historical context and an estimated selling price for each of the bailed artifacts.

55. When Yeaman returned to Indiana, she performed the research and wrote the requested reports.

56. On August 9, 2004, Yeaman e-mailed her reports regarding the bailed artifacts to Ashleigh. These reports enhanced the value of the bailed artifacts.

57. In early September 2004, Ashleigh told Yeaman that she could not discuss brokering with the owners of the bailed artifacts until they had signed a brokerage agreement with the partnership. She indicated that the bailed artifacts had no value to the partnership without the brokerage agreements.

58. Ashleigh asked Yeaman to obtain signed brokerage agreements from the owners.

59. On September 19, 2004, Yeaman prepared and executed brokerage agreements on behalf of AIAB.

60. Esten, LaPresto and Gregory each executed a brokerage agreement and returned it to Yeaman in Indiana.

61. The brokerage agreements are between the owners, Esten, LaPresto and Gregory, and AIAB.

62. In the brokerage agreements, Esten, LaPresto and Gregory agreed to pay AIAB a 35% commission on any sales of their artifacts.

63. At the time Esten, LaPresto and Gregory executed the brokerage agreements, it was the understanding of each that Yeaman, Ashleigh and/or AIAB would return their artifacts upon request or if AIAB was unable or unwilling to find a buyer within a reasonable period of time.

F. The Partnership's Liability to John Yarlott

64. The partnership hired John Yarlott ("Yarlott") to design and host an internet site for the partnership.

65. In August 2004, Yeaman and Ashleigh traveled to Florida for the purpose of meeting Ashleigh at Yarlott's office to work on the design of the internet site.

66. During that visit, Ashleigh told Yarlott that she and Gwen were partners.

67. During that visit, Ashleigh made numerous recommendations to Yarlott regarding the design of the internet site.

68. Also during that visit, Ashleigh requested that Yarlott change the name of the internet site from "americanindianartbrokerage.com" to "absolutelyindigenous.com."

69. Yarlott invested time and materials to make the changes to the internet site as requested by Ashleigh and/or Yeaman.

70. In December 2004 and January 2005, Ashleigh made numerous requests of Yarlott to change the design of the internet site.

71. In an e-mail dated January 3, 2005, Ashleigh asked Yarlott to update her biography on the internet site to state: “In 2004, Caroline, in partnership with Gwen Yeaman, ISA, USAP created *Absolutely Indigenous* – an auction, appraisal and consulting service specializing on ethnographic material. . . .”

72. Yarlott invested time and incurred expenses to make the changes requested by Ashleigh.

73. Yarlott relied on Ashleigh’s representations that she and Yeaman were partners when he invested time and incurred expenses to make the design changes requested by Ashleigh and/or Yeaman.

74. When he performed work for AIAB, Yarlott expected to be paid by AIAB. On January 11, 2004, Yarlott invoiced AIAB about \$1,570.00 for that work.

75. Yarlott has not yet been paid by AIAB.

G. The On-Going Representations Regarding the Partnership

76. Between July 2004 and January 4, 2005, Yeaman and Ashleigh discussed partnership business during numerous telephone and e-mail conversations.

77. During several of those conversations, Ashleigh referred to herself and Yeaman as partners, to their business together as a partnership, to Esten, LaPresto, Gregory and the Lytons as partnership clients, and/or to the bailed artifacts and bandolier bag as partnership opportunities.

78. On September 7, 2004, Ashleigh faxed Yeaman a copy of a description of the bandolier bag on American Indian Art Brokerage, LLC letterhead that showed office locations in Indianapolis, Indiana and Birmingham, Michigan.

79. After Esten executed the brokerage agreement, Ashleigh telephoned Esten at Esten's home in Indiana to discuss the brokering of Esten's Navajo Rugs. During that conversation, Ashleigh led Esten to believe that Ashleigh and Yeaman were partners.

80. After LaPresto executed the brokerage agreement, Ashleigh telephoned LaPresto at LaPresto's home in Indiana to discuss the brokering of the Zuni Pot, but LaPresto's fax machine picked up the call. In January 2005, Ashleigh and LaPresto discussed the Zuni Pot via telephone. Ashleigh told LaPresto that she had located a possible buyer for the Zuni Pot.

81. On October 26, 2004, Irene Moreno, an employee of CAA, Inc., sent Yeaman an e-mail in which she described Esten, LaPresto and Gregory as partnership clients.

82. In a December 13, 2004, letter to Christie's, Inc. auction house in New York ("Christie's") regarding the bandolier bag, Ashleigh told Christie's that Yeaman was her partner. The letter was printed on CAA, Inc. letterhead, and Ashleigh signed on behalf of CAA, Inc.

83. On December 14, 2004, Ashleigh sent Yeaman an e-mail in which she thanked Yeaman in advance for tying up loose ends relating to the cultural and historical context for the bandolier bag and described herself and Yeaman as "50/50 partners."

H. The Purchase and Sale of the Bandolier Bag

84. On or about September 8, 2004, CAA, Inc. sent the Lyton's a check in the amount of \$12,500 as proceeds of the sale of the bandolier bag. The Lyton's accepted the check.

85. Also on or about September 8, 2004, Ashleigh notified Yeaman that she had purchased the bandolier bag on behalf of the partnership.

86. Ashleigh told Yeaman that she would consign the bandolier bag, on behalf of AIAB, with Christie's. On about October 20, 2004, Ashleigh consigned the bandolier bag with

Christie's. Ashleigh told Yeaman that she had consigned the bandolier bag on behalf of AIAB; however, Ashleigh now purports to have consigned the bandolier bag on behalf of CAA, Inc.

87. On about January 11, 2005, the bandolier bag sold at an auction at Christie's for a hammer price of \$110,000.00.

88. Despite Yeaman's demand, Ashleigh refuses to release Yeaman's 50% share of the proceeds from the sale of the bandolier bag.

I. The Termination of the Partnership and the Demand
for the Return of the Bailed Artifacts

89. On January 5, 2005, Ashleigh sent Yeaman an e-mail in which Ashleigh purported to repudiate the partnership.

90. Yeaman has repeatedly demanded the return of the bailed artifacts from Ashleigh.

91. In June 2005, Yeaman was advised that Ashleigh had sold some of the bailed artifacts and refused to return any remaining bailed artifacts.

92. In August 2005, Esten sent Ashleigh a letter demanding that Ashleigh immediately return the Navajo Rugs to either Esten or Yeaman.

93. In August 2005, Gregory sent Ashleigh a letter demanding that Ashleigh immediately return the Gregory artifacts to either Gregory or Yeaman.

94. In September 2005, LaPresto sent Ashleigh a letter demanding that Ashleigh immediately return the Zuni Pot to either LaPresto or Yeaman.

95. Ashleigh refuses to return the Navajo Rugs, Gregory artifacts or Zuni Pot.

96. In September 2005, Ashleigh informed Yeaman that she has sold about twelve of the twenty-four bailed artifacts. The sales prices of those artifacts were far less than the

estimated ranges provided by Yeaman in her cultural and historical context reports for those items.

97. Ashleigh has never paid the proceeds or commissions from any of these sales to Esten, LaPresto, Gregory, or Yeaman.

IV. Claims for Relief

Count I: Conversion of the Bailed Artifacts

98. Yeaman incorporates by reference paragraphs 1 through 97 of her Amended Complaint.

99. Ashleigh appropriated the bailed artifacts to her own use and wrongfully withheld their possession from Yeaman. Ashleigh sold some of the bailed artifacts and retains possession of others.

100. Esten, LaPresto and Gregory are the true owners of the bailed artifacts and have immediate and unqualified rights of possession superior to Ashleigh. Yeaman, as bailor of the bailed artifacts to Ashleigh, has immediate and unqualified rights of possession superior to Ashleigh.

101. Yeaman, Esten, LaPresto and Gregory have each demanded the return of all of the bailed artifacts.

102. Ashleigh refuses to return the bailed artifacts to Yeaman, Esten, LaPresto or Gregory.

103. Ashleigh's conduct has caused injury to Yeaman.

Count II: Statutory Conversion of the Bailed Artifacts

104. Yeaman incorporates by reference paragraphs 1 through 103 of her Amended Complaint.

105. Ashleigh knowingly or intentionally exerted and continues to exert unauthorized control over the bailed artifacts. Ashleigh sold some of the artifacts and retained (and retains) possession of others, knowing that she had no authority to do either.

106. Yeaman's actions constitute "conversion" as defined by Ind. Code § 35-43-4-3.

107. Yeaman has suffered pecuniary damage and has incurred costs and legal fees as a result of Ashleigh's conduct.

108. Pursuant to Ind. Code § 34-24-3-1, Yeaman is entitled to recover treble damages, costs, attorney fees and other damages as a result of Ashleigh's actions.

Count III: Breach of Fiduciary Duties

109. Yeaman incorporates by reference paragraphs 1 through 108 of her Amended Complaint.

110. A partnership relationship existed between Yeaman and Ashleigh.

111. Ashleigh owed Yeaman fiduciary duties of loyalty and good faith.

112. The brokering of the bandolier bag and the bailed artifacts were partnership opportunities of AIAB.

113. Ashleigh breached her fiduciary duty of loyalty to Yeaman by, among other things, consigning the bandolier bag in her own name or on behalf of CAA, Inc., refusing to share with Yeaman 50% of the partnership's net proceeds from the sale of the bandolier bag and the bailed artifacts, and refusing to return possession of the bailed artifacts to Yeaman and/or

Esten, LaPresto and Gregory.

114. Ashleigh breached her fiduciary duty of good faith to Yeaman.

115. Ashleigh's breaches have proximately caused injury to Yeaman.

Count IV: Breach of Partnership Agreement

116. Yeaman incorporates by reference paragraphs 1 through 115 of her Amended Complaint.

117. A verbal partnership agreement existed between Ashleigh and Yeaman.

118. Ashleigh had a duty to perform the partnership agreement in good faith and obligations under the partnership agreement, among other things, to share 50% of the partnership's net proceeds from the sale of the bandolier bag and the bailed artifacts.

119. Ashleigh breached her duties and obligations under the partnership agreement.

120. Ashleigh's breaches have proximately caused injury to Yeaman.

Count V. Unjust Enrichment

121. Yeaman incorporates by reference paragraphs 1 through 120 of her Amended Complaint.

122. Yeaman's work efforts provided a measurable benefit to Ashleigh.

123. Yeaman expected to be compensated for her services.

124. Yeaman has been harmed by Ashleigh's failure and refusal to pay Yeaman 50% of the partnership's net proceeds from the sale of the bandolier bag and bailed artifacts.

125. Under the circumstances, Ashleigh's retention of the benefit of Yeaman's services without payment would be unjust.

Count VI: Fraud

126. Yeaman incorporates by reference paragraphs 1 through 125 of her Amended Complaint.

127. Ashleigh told Yeaman and others, including Yarlott, Esten, and Christie's, that she and Yeaman were partners, that AIAB was their partnership, and that the bandolier bag and bailed artifacts were partnership opportunities.

128. To the extent that Ashleigh now denies the existence or terms of the partnership, Ashleigh's statements were untrue and were made with knowledge of or reckless ignorance of their falsity.

129. Ashleigh made these statements with the intent to deceive Yeaman.

130. Yeaman rightfully relied upon these statements when she delivered the bandolier bag and bailed artifacts to Ashleigh and performed work to enhance the value of the bandolier bag and bailed artifacts.

131. These statements proximately caused harm to Yeaman.

Count VII: Constructive Fraud

132. Yeaman incorporates by reference paragraphs 1 through 131 of her Amended Complaint.

133. Due to their relationship as partners, Ashleigh owed a duty to make open and honest disclosures to Yeaman regarding partnership business and opportunities.

134. To the extent that Ashleigh purchased and consigned the bandolier bag on behalf of herself or CAA, Inc. and not AIAB, Ashleigh breached this duty by failing to disclose those facts, by failing to provide Yeaman a copy of the consignment contract despite Yeaman's

requests, and by failing to disclose to Yeaman that she did not consider their relationship to be a partnership.

135. Yeaman relied on Ashleigh's silence when she continued to perform work to enhance the value of the bandolier bag and bailed artifacts.

136. Ashleigh's conduct proximately caused harm to Yeaman.

137. By breaching her duty of disclosure, Ashleigh gained an advantage at Yeaman's expense.

Count VIII: Fraud by CAA, Inc.

138. Yeaman incorporates by reference paragraphs 1 through 137 of her Amended Complaint.

139. Acting in her position as President and CEO of CAA, Inc. and on CAA, Inc. letterhead, Ashleigh told Yeaman and Christie's that she and Yeaman were partners with respect to the brokering of the bandolier bag.

140. Also acting on behalf of CAA, Inc., Irene Moreno told Yeaman that the Esten, LaPresto and Gregory were partnership clients.

141. To the extent Ashleigh now denies that she and Yeaman were partners with respect to the brokering of the bandolier bag, CAA, Inc.'s statements were untrue and were made with knowledge of or reckless ignorance of their falsity and with the intent to deceive Yeaman.

142. Yeaman rightfully relied upon these statements when she performed work to enhance the value of the bandolier bag.

143. These statements proximately caused harm to Yeaman.

Count IX: Statutory Conversion by CAA, Inc.

144. Yeaman incorporates by reference paragraphs 1 through 143 of her Amended Complaint.

145. CAA, Inc. knowingly or intentionally exerted unauthorized control over the bandolier bag.

146. CAA, Inc.'s actions constitute "conversion" as defined by Ind. Code § 35-43-4-3.

147. Yeaman has suffered pecuniary damage and has incurred costs and legal fees as a result of CAA, Inc.'s conduct.

148. Pursuant to Ind. Code § 34-24-3-1, Yeaman is entitled to recover treble damages, costs, attorney fees and other damages as a result of Ashleigh's actions.

Count X: Declaratory Judgment Pursuant to 28 U.S.C. § 2201

149. Yeaman incorporates by reference paragraphs 1 through 148 of her Amended Complaint.

150. An actual, substantial controversy now exists between Yeaman and Ashleigh. Yeaman is the bailee of Esten, LaPresto and Gregory regarding the bailed artifacts. Ashleigh is Yeaman's bailee regarding the bailed artifacts. Ashleigh has sold some of the bailed artifacts for what may be less than fair market value and refuses to honor Esten, LaPresto and Gregory's demands to return the remaining bailed artifacts. Ashleigh's conduct causes Yeaman to face liability to those individuals.

Count XI: Frivolous Litigation

151. Yeaman incorporates by reference paragraphs 1 through 150 of her Amended Complaint

152. Ashleigh's actions in refusing to return property belonging to Esten, LaPresto and Gregory and her continued defense against Yeaman's claims for the return of this property is frivolous, unreasonable and groundless within the meaning of Ind. Code § 34-52-1-1(b)(1).

153. Pursuant to Ind. Code § 34-52-1-1(b), Yeaman is entitled to attorney's fees in the event that she prevails in her claim for the return of this property by Ashleigh

WHEREFORE, Yeaman respectfully prays the Court to enter:

- a. Judgment in favor of Yeaman and against Ashleigh for:
 - 1) Damages caused by Ashleigh's conversion of the bailed artifacts;
 - 2) Treble damages caused by Ashleigh's statutory conversion the bailed artifacts, pursuant to Ind. Code § 34-24-3-1;
 - 3) Damages caused by Ashleigh's breach of fiduciary duties;
 - 4) Damages caused by Ashleigh's breach of the partnership agreement;
 - 5) Damages to prevent Ashleigh's unjust enrichment;
 - 6) Damages caused by Ashleigh's fraud; and
 - 7) Damages caused by Ashleigh's constructive fraud;
- b. Judgment in favor of Yeaman and against CAA, Inc. for:
 - 8) Damages caused by CAA, Inc.'s fraud; and
 - 9) Treble damages caused by CAA, Inc.'s statutory conversion of the bandolier bag pursuant to Ind. Code § 34-24-3-1;
- c. An injunction requiring Ashleigh to immediately return the bailed artifacts to Esten, LaPresto and Gregor.
- d. Judgment in favor of Yeaman and against Ashleigh for costs and attorney fees pursuant to Ind. Code §§ 34-24-3-1 and 34-52-1-1(b);
- e. Judgment in favor of Yeaman and against CAA, Inc. for costs and attorney fees pursuant to Ind. Code §§ 34-24-3-1 and 34-52-1-1(b);
- f. A declaration pursuant to 28 U.S.C. § 2201 that Ashleigh is liable to Yeaman for any liability Yeaman incurs to Esten, LaPresto and/or Gregory for Ashleigh's sale of the bailed artifacts and failure to return the bailed artifacts upon demand; and
- g. All other equitable and appropriate relief for Yeaman.

V.
Demand for Jury Trial

Yeaman demands a trial by jury for all issues so triable.

Respectfully submitted,

/s/ Brett E. Nelson
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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was filed electronically on this 21st day of September, 2005. Notice of this filing will be sent to the following parties by operation of the Court' electronic filing system. Parties may access this filing through the Court's system.

Arend J. Abel
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/s/ Brett E. Nelson