

STATE OF INDIANA       §                                   IN THE LAKE COMMERCIAL COURT  
                                  § ss:  
COUNTY OF LAKE       §                                   HAMMOND INDIANA

DARLA SMITH, on behalf of herself and       §  
on behalf of DARRYL A. SMITH, deceased,   §  
  §  
                                  plaintiffs,                                   §  
  §  
v.   § Case No.  
  §  
CROWN CREMATION SERVICE, LLC,           §  
and HEIGHTS CREMATORY, INC.,           §  
  §  
                                  defendants.                                   §

**COMPLAINT FOR DAMAGES AND JURY DEMAND**

Comes now plaintiff, Darla Smith (“Darla”), individually and on behalf of Darryl A. Smith (“Darryl”), deceased, by counsel, and for her complaint for damages and jury demand against defendants Crown Cremation Service, LLC (“Crown Cremation”), and Heights Crematory, Inc. (“Heights”). Darla alleges and states the following by way of said complaint:

**I. Jurisdiction and Venue**

1.1 At all times relevant herein, Darla was a resident of Munster, Lake County, Indiana and was the former wife of Darryl.

1.2 At the time of his death, Darryl was a resident of Munster, Indiana.

1.3 Crown Cremation is located in Crown Point, Lake County, Indiana and has a registered agent located at 1526 W. 96<sup>th</sup> Avenue, Crown Point, Indiana 46307.

1.4 Heights is located in Chicago, Illinois and has a registered agent located at 5487 North Milwaukee Avenue, Chicago, Illinois 60630.

1.5 Jurisdiction and venue is proper and preferred in Lake County, Indiana pursuant to, among other provisions, Indiana Trial Rule 75(A)(1), as defendant Crown Cremation resides in Lake County, Indiana.

## **II. Factual Allegations**

2.1 Darryl passed away on August 4, 2024.

2.2 At the time of his death, Darryl's body was entrusted by his widow, Darla, to Crown Cremation.

2.3 Darla entered into a valid and binding contract with Crown Cremation for proper cremation services for Darryl to be performed.

2.4 By way of this contract, agents of Crown Cremation informed Darla that Darryl's body would be properly cremated within five-to-seven days.

2.5 It was understood by way of this contract that Darryl's remains would be treated with dignity and respect and that his remains would be cremated in a manner consistent with industry standards.

2.6 Upon information and belief, Crown Cremation subcontracted with Heights for the cremation of Darryl's body.

2.7 Rather than treat Darryl's body with the dignity and respect required by industry standards, Darryl's body was one of many that were improperly stored in sheets or bags with more than 100 other corpses in trailers by Heights.

2.8 Such storage of a body is improper, inconsistent with industry standards, and inconsistent with the dignity inherent to the services that were to be provided to Darla by Crown Cremation and Heights.

2.9 Heights has since been closed by State of Illinois investigators.

2.10 In addition to being subject to such improper storage and compounding the indignity attendant thereto, Darryl's body was not cremated within the five-to-seven day period promised by Crown Cremation and was belatedly cremated on August 23, 2024.

2.11 Due to the above-quoted indignities that were improperly visited upon Darryl's body, Darla reasonably questions whether the remains she was belatedly provided by Crown Cremation truly belong to Darryl.

### **III. Negligence and Outrage – All Defendants**

3.1 Darla realleges the allegations contained in Paragraphs 1.1 through 2.11 as though expressly stated herein.

3.2 Defendants had a duty to properly, timely, and respectfully dispose of and cremate Darryl's remains in accordance with Darla's wishes and instructions.

3.3 Defendants' conduct in failing to properly, timely, and respectfully dispose of and cremate Darryl's remains was negligent, outrageous, and in violation of Indiana and Illinois statutes and regulations.

3.4 As a result of defendants' negligence, Darla has suffered and continues to suffer emotional distress and trauma.

3.5 Darla demands judgment against defendants for negligence and for the tort of outrage and prays for damages in an amount to be proven at trial including compensatory damages, punitive damages, and any and all other relief that is just and proper in the premises.

#### **IV. Breach of Contract – Crown Cremation**

4.1 Darla realleges the allegations contained in Paragraphs 1.1 through 2.11 as though expressly stated herein.

4.2 Darla contracted with defendant Crown Cremation for proper mortuary and cremation services for the decedent Darryl.

4.3 By way of its above-stated conduct, actions, and omissions, defendant Crown Cremation breached its contract with Darla and caused damages as a result thereof.

4.4 Darla demands judgment against defendant Crown Cremation for breach of contract and prays for damages in an amount to be proven at trial including compensatory damages and any and all other relief that is just and proper in the premises.

#### **V. Third Party Beneficiary - Heights**

5.1 Darla realleges the allegations contained in Paragraphs 1.1 through 2.11 as though expressly stated herein.

5.2. Upon information and belief, defendant Crown Cremation had a contract for cremation services related to Darryl's corpse with defendant Heights.

5.3 Upon information and belief, Darla is a third party beneficiary of the contract between Crown Cremation and Heights.

5.4 Darla demands judgment against Heights for breach of contract and prays for damages in an amount to be proven at trial including compensatory damages and any and all other relief that is just and proper in the premises.

WHEREFORE, Darla requests judgment against defendants Crown Cremation and Heights, for damages in an amount to be proven at trial, including compensatory, punitive damages, and any and all other relief that is just and proper in the premises.

**DEMAND FOR TRIAL BY JURY**

Pursuant to Indiana Trial Rule 38(B), Darla demands trial by jury of any issue triable of right by jury.

Respectfully submitted,

/s/ Gabriel A. Hawkins

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