

INDIANA ATTORNEY GENERAL



REQUEST FOR INFORMATION

FOR

DEBT COLLECTION OF SELECTED ACCOUNTS ON BEHALF OF THE STATE OF INDIANA

Date of Issuance:

September 28, 2016

Date Proposals Due:

October 28, 2016

12:00 PM EST

Contact:

**Scott Weathers
Office of the Attorney General
302 W. Washington St., IGCS-5th Floor
Indianapolis, IN 46204**

E-mail:

Scott.Weathers@atg.in.gov

Pursuant to Ind. Code §§ 4-6-6-1, 4-6-2-6, 5-11-5-1, and other provisions, the Office of the Attorney General (OAG) is engaged in the collections of funds owed to the State, its agencies, and certain governmental entities. The OAG is considering entering into agreements, pursuant to Ind. Code §§ 4-6-5-3 and 5-22-6.5-3, with law firms and/or collections agencies to assist in the collections of debt accounts assigned by the State. It is the intent of the OAG to solicit responses in accordance with the statement of work, proposal preparation, and specifications contained in this document.

The services requested would be provided under the direction of the OAG's Collections and Bankruptcy Section, and will involve collections efforts on certain types or classes of accounts to supplement the ongoing collections efforts being carried out by OAG staff. The OAG currently has approximately 4,100 active collections matters and cases that have been referred to the OAG. Additionally, state agency clients have many more collections matters that have not been but could potentially be referred to the OAG for processing. It is anticipated that up to 20 to 30 % may be referred to outside vendors as part of this request for information and subsequent contracts. This includes approximately:

- 300 cases (around 7%) which involve Proceedings Supplemental
- 700 cases (around 17%) which involve placed amounts less than \$6,000
- Other cases involving higher dollar amounts where referral to an outside vendor would be advisable based on potential conflicts of interest, expertise, capacity for handling, and other factors

Attachment A of this document is a list of select collection case data from May 2016, with case totals, case types, and dollar amount distributions for the six agencies with the highest volume of case referrals. The attachment also lists the distribution of cases from a regional perspective throughout Indiana as compared to out-of-state matters, plus a list of the fifteen counties in Indiana where the most current matters are pending.

Attachment B includes court dockets for five matters handled by the OAG Collections and Bankruptcy Section that provide examples of the differing issues and degrees of complexity involved with cases that may be referred to outside law firms or collection agencies.

The selected Respondent(s) will have demonstrated skills and experience in collections meeting some or all of the following criteria:

- Collections cases prior to suit being filed
- Collections cases requiring Proceedings Supplemental
- Collection cases in counties throughout the State of Indiana, or at a minimum within a certain region of the State
- Collection cases beyond the borders of the State of Indiana
- Collection cases with placed amounts under \$6,000

Selected vendor(s) must:

- Pursue collection of debt accounts which have been assigned to vendor for any reason by the OAG Collections and Bankruptcy Section. This may include accounts for which successful collections and recoveries will be difficult.

- For most cases and case types, operate on a contingent fee basis, where compensation will not be made unless collection of debt is satisfied. Hourly rate billing for special circumstances will be considered as appropriate.
- Price contingent fees based upon a percentage of the amount collected. The percentage of the amount collected is defined within this agreement and is subject to the limitations and requirements of Ind. Code § 4-6-3-2.5.
- Comply with all applicable laws, including the Fair Debt Collections Practices Act, Indiana Deceptive Consumer Sales Act, Indiana Telephone Solicitation of Consumers Act, and Indiana Automatic Dialing Machines Act.
- Comply with Industry Standards on all collection attempts.
- Obtain the approval of the OAG before subcontracting any portion of the project's requirements.
- Be responsible for the performance of any obligation that may result from the award of a contract and shall not be relieved by the non-performance of any subcontractor.
- Receive approval of the Attorney General's office for (1) initiation of litigation; (2) appeals of trial court judgments and final orders; and (3) all settlements or compromises of claims in favor of the state for amounts that exceed any thresholds or pre-approval amounts established by the OAG.
- Agree to cease to any activities or correspondence if cessation is deemed appropriate for the State of Indiana.

DUE DATE FOR PROPOSALS AND QUESTIONS

All proposals must be received at the address below by the OAG no later than **12 p.m. Eastern Standard Time on October 28, 2016**. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Scott Weathers
Office of the Attorney General
302 W. Washington St., IGCS-5th Fl.
Indianapolis, IN 46204

Any proposal received by the OAG after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed. The State of Indiana accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this request may be modified or withdrawn in writing or by fax notice received prior to the exact hour and date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the OAG after the exact hour and date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this request or if additional data is necessary for an exact interpretation of provisions of this request prior to the due date for proposals, a supplement will be posted by the OAG. If such addendum issuance is necessary, the OAG

reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

PRICING

The OAG requests the pricing associated with this request be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date. Respondents must submit pricing as an all-inclusive, total cost. Respondents must include all components and an estimated budget that breaks down costs for all services provided.

The OAG recognizes there are certain industry practices for service providers. However, the OAG encourages Respondents, in their responses to the request, to be as creative as possible regarding cost to the State, as cost efficiency for the State will be a consideration in determining whether a contract(s) will be awarded based on responses to the request and the selection of a service provider. The OAG will consider responses that would involve authorization of a collection fee pursuant to Ind. Code § 5-22-6.5-3(b)(2).

CONTRACT NEGOTIATIONS

If a Respondent is selected, the successful Respondent will be expected to enter into a formal contract with the State. The contract will include the State's standard boilerplate clauses, which are set forth in **Attachment C** of this document. Responses should identify with specificity any provisions to which the Respondent cannot agree.

After recommendation of a selected Respondent, contract negotiations will commence. The parties will negotiate the scope of services and consideration. If at any time the OAG determines that contract negotiations are ineffective, the OAG will cease all activities with that Respondent and begin contract negotiations with the next highest ranked Respondent. This process may continue until either both the Respondent and the State of Indiana execute a completed contract, or the OAG determines that no acceptable alternative proposal exists. The OAG may determine that it is appropriate to enter into more than one contract based on responses received to this request and subsequent contract negotiations.

CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception provision applies. The State reserves the right to make determinations of confidentiality. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the Respondent. The State will not determine prices to be confidential information.

PROPOSAL PREPARATION INSTRUCTIONS

GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this request. All Respondents are required to format their proposals in a manner consistent with the guidelines described below. The proposal will consist of a Transmittal Letter and a Business Proposal as follows:

1. TRANSMITTAL LETTER

The Transmittal Letter must address the following topics:

Summary of Ability and Desire to Supply the Required Products and Services

The transmittal letter must briefly summarize the Respondent's ability to supply the requested services that meet the application requirements defined in this request. The letter must also contain a statement indicating the Respondent's willingness to provide the requested services subject to the terms and conditions set forth in the request including, but not limited to, the State's mandatory contract clauses.

Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered meets all general conditions including the information requested in SECTION 2.3.4, must sign the transmittal letter. Such person's authority to so act must be consistent with the information contained in SECTION 2.2.1 of this request. **In the transmittal letter please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address.**

Other Information (Optional)

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2. BUSINESS PROPOSAL

The Business Proposal must address the following topics:

General

This optional section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the services requested in this request.

Respondent Company Structure

The legal form of the Respondent's business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and services in the United States must be described in more detail than other components of the organization.

Facilities and Resources

The Respondent should include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested products and services. Please include a list of at least three staff members who would be assigned to this account, along with a description of experience or resume. This section might also include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

Pricing and Charges

The OAG requests the pricing associated with this request be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date as well as any extensions agreed to in the course of contract negotiations.

Respondents must provide a cost-effective sample price proposal. Respondents must submit pricing as an all-inclusive, total cost.

References

The Respondent should include a list of three (3) clients for whom the Respondent has provided products and services that are the same or similar to those products and services requested in this request. Any state government for whom the Respondent has provided these products and services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information. The more similar the referenced products and services are to those requested in this request, a greater weight may be attached to the references in the OAG's evaluation process.

Respondent Contract Requirements (Optional)

This section is optional. If the Respondent wishes to include any language other than that discussed in the Business Proposal, this language should be included in this section. For each clause included in this section, the Respondent should indicate that the clause is required by the Respondent in any contract resulting from this request and why it is required (if the required clause is unacceptable to the State, the Respondent's proposal may be considered unacceptable) or indicate that the clause is desired (but not required) by the Respondent in any contract resulting from this request.

EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the request in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The percentage of the total point score associated with each category is indicated following the category name.

Human Resources (10%)

Respondent will dedicate at least three (3) staff members to this project.

Qualifications (20%)

Respondent demonstrates the ability to provide pre-litigation collection recoveries, litigation securing judgments and settlements, and proceedings supplemental recoveries on a national or regional basis.

Experience and Expertise (20%)

Respondent demonstrates experience and expertise in collecting difficult unpaid accounts.

Pricing and Fee Structure (50%)

Respondent has a creative fee structure that will result in a contract that is cost-efficient for the State of Indiana.

All proposals will be reviewed by members of the OAG. References may be contacted. It is possible that persons participating in the selection process will interview finalists. The Attorney General or his designee will, in the exercise of his sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

ATTACHMENT A: Collections Case Load Data, May 2016

By Agency and Dollar Value

DWD	Caseload	\$ Value	% of \$ Value
Pro-Supps	22	\$ 1,669,664	6.74%
Less than \$250	1	\$ 1	0.00%
\$250 to \$999	0	\$ -	0.00%
\$1,000 to \$5,999	14	\$ 52,552	0.21%
\$6,000 to \$9,999	17	\$ 131,132	0.53%
\$10,000 to \$24,999	605	\$ 9,419,497	38.01%
\$25,000 to \$49,999	223	\$ 7,550,280	30.47%
\$50k and over	65	\$ 5,956,375	24.04%
All Cases	947	\$ 24,779,500	100.00%

Median Case = \$18,282

FSSA	Caseload	\$ Value	% of \$ Value
Pro-Supps	7	\$ 194,594	1.29%
Less than \$250	3	\$ 270	0.00%
\$250 to \$999	5	\$ 2,365	0.02%
\$1,000 to \$5,999	13	\$ 53,514	0.35%
\$6,000 to \$9,999	16	\$ 125,668	0.83%
\$10,000 to \$24,999	145	\$ 2,317,498	15.33%
\$25,000 to \$49,999	77	\$ 2,753,217	18.21%
\$50k and over	52	\$ 9,674,590	63.98%
All Cases	317	\$ 15,121,715	100.00%

Median Case = \$21,280

Hoosier Lottery	Caseload	\$ Value	% of \$ Value
Pro-Supps	4	\$ 27,551	5.52%
Less than \$250	0	\$ -	0.00%
\$250 to \$999	4	\$ 2,894	0.58%
\$1,000 to \$5,999	41	\$ 142,831	28.62%
\$6,000 to \$9,999	16	\$ 131,869	26.43%
\$10,000 to \$24,999	10	\$ 143,498	28.76%
\$25,000 to \$49,999	0	\$ -	0.00%
\$50k and over	1	\$ 50,377	10.10%
All Cases	76	\$ 499,021	100.00%

Median Case = \$4,928

INDOT	Caseload	\$ Value	% of \$ Value
Pro-Supps	0	\$ -	0.00%
Less than \$250	0	\$ -	0.00%
\$250 to \$999	3	\$ 2,697	0.06%
\$1,000 to \$5,999	74	\$ 254,608	5.91%
\$6,000 to \$9,999	12	\$ 91,392	2.12%
\$10,000 to \$24,999	18	\$ 267,319	6.20%
\$25,000 to \$49,999	6	\$ 187,816	4.36%
\$50k and over	16	\$ 3,507,537	81.36%
All Cases	129	\$ 4,311,369	100.00%

Median Case = \$4,381

ISPD	Caseload	\$ Value	% of \$ Value
Pro-Supps	15	\$ 337,389	53.06%
Less than \$250	5	\$ 818	0.13%
\$250 to \$999	41	\$ 23,484	3.69%
\$1,000 to \$5,999	39	\$ 97,551	15.34%
\$6,000 to \$9,999	8	\$ 60,718	9.55%
\$10,000 to \$24,999	4	\$ 88,501	13.92%
\$25,000 to \$49,999	1	\$ 27,372	4.30%
\$50k and over	0	\$ -	0.00%
All Cases	114	\$ 635,832	100.00%

Median Case = \$2,715

SOS	Caseload	\$ Value	% of \$ Value
Pro-Supps	23	\$ 3,136,832	98.16%
Less than \$250	0	\$ -	0.00%
\$250 to \$999	3	\$ 1,508	0.05%
\$1,000 to \$5,999	34	\$ 52,227	1.63%
\$6,000 to \$9,999	1	\$ 1,675	0.05%
\$10,000 to \$24,999	0	\$ -	0.00%
\$25,000 to \$49,999	0	\$ -	0.00%
\$50k and over	1	\$ 3,350	0.10%
All Cases	62	\$ 3,195,592	100.00%

Median Case = \$2,500

By County and Region

	Top Counties	# Cases
1	Marion	557
2	Lake	167
3	Federal Court	121
4	Allen	83
5	Tippecanoe	71
6	Elkhart	60
7	St. Joseph	52
8	Vanderburgh	45
9	Vigo	41
10	Laporte	40
11	Hamilton	39
12	Madison	38
13	Porter	33
14	Delaware	32
15	Johnson	31

% Cases By Region

Central Indiana	47.10%
Northern Indiana	34.81%
Southern Indiana	11.03%
Federal Court	5.89%
Out of State	1.17%
Total	100.00%

Attachment B - exemplar case dockets

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Case ID

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Information current as of 6/2/16, 1:22 PM EDT

[2](#)10 **03D02-1409-EU-004460**[Printable View](#)

IN RE MATTER OF ESTATE OF NORITA

[View CCS](#)

JEAN HURLEY

File date: 09/29/2014 Disposition Date: 04/21/2015

Parties Involved

Attorneys:	Parties:
SWORD, JOYCE THAYER [Attorney] Address: 5540 25TH STREET COLUMBUS , IN 47203 Phone: Business (Phone): 812-372-9441	HURLEY, NORITA JEAN [IN RE THE ESTATE OF:]
	MCCLINITIC, DENISE [PERSONAL REPRESENTATIVE(S)]
	CORIDEN, KATHLEEN T [Judge]

Hardcopy References

No documents available for this case

Calendar Entries

3/31/15 9:00 AM EDT Confirmed	 (Download appointment to Outlook or Palm)	Event: Hearing: HEARING
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Minute Entries

Minute Date: 9/29/2014 Notice Sent: NO Order on File: NO
Estate Open. Receipt Number.
Minute Date: 9/29/2014 Notice Sent: YES Order on File: NO

PETITIONER, BY COUNSEL, FILES A PETITION FOR TRANSFER OF PERSONAL PROPERTY WITHOUT ADMINISTRATION. JOYCE THAYER SWORD ENTERS HER APPEARANCE.

Minute Date: **9/30/2014**
Notice Sent: YES
Order on File: NO

ORDER TRANSFERRING PERSONAL PROPERTY WITHOUT ADMINISTRATION GRANTED.

Minute Date: **10/6/2014**
Notice Sent: YES
Order on File: NO

ROBERT F. SMITH ENTERS HIS APPEARANCE ON BEHALF OF MILLERS HEALTH SYSTEMS, INC. (NOT SIGNED) AND FILES A CLAIM ON THEIR BEHALF IN THE AMOUNT OF \$57,359.38. COPY TO JOYCE THAYER SWORD.

Minute Date: **10/14/2014**
Notice Sent: YES
Order on File: NO

SIGNED APPEARANCE FILED BY ROBERT F. SMITH JR.

Minute Date: **3/5/2015**
Notice Sent: YES
Order on File: NO

PETITIONER, BY COUNSEL, FILES A PETITION FOR COURT HEARING TO DETERMINE ESTATE INSOLVENT AND ESTABLISH PROPER PAYMENT OF EXPENSES, CLAIMS AND DEBTS AND TO COMPROMISE CLAIMS FILED AND UNFILED WHICH ARE IN EXCESS OF THE VALUE OF THE NEXT ESTATE. THE COURT SETS THIS MATTER FOR HEARING ON MARCH 31, 2015 AT 9:00 A.M.

Minute Date: **3/23/2015**
Notice Sent: YES
Order on File: NO

STATE OF INDIANA, EX REL. INDIANA PUBLIC RETIREMENT SYSTEM, BY GREGORY ZOELLER, ATTORNEY GENERAL, BY JACOB BRUTZ, FILES A CLAIM ON BEHALF OF INDIANA PUBLIC RETIREMENT SYSTEM. AFFIDAVIT AND STATEMENT OF CLAIM FILED BY LINDSAY KNOWLES, STAFF ATTORNEY, INPRS.

Minute Date: **3/31/2015**
Notice Sent: NO
Order on File: NO

HEARING HELD THIS DATE. PETITIONER, DENISE MCCLINTIC, APPEARS IN PERSON AND WITH COUNSEL, JOYCE THAYER-SWORD. JACOB BUTZ APPEARS ON BEHALF OF THE ATTORNEY GENERAL'S OFFICE. JOYCE THAYER-SWORD TO PREPARE ORDER.

Minute Date: **4/10/2015**
Notice Sent: YES
Order on File: NO

ORDER DECLARING ESTATE TO BE INSOLVENT AND PAYMENT OF EXPENSES, CLAIMS AND DEBTS ON A PRORATA BASIS.

Minute Date: **4/16/2015**
Notice Sent: YES
Order on File: NO

PETITIONER, BY COUNSEL, FILES A NOTICE TO COURT OF COLLECTION OF ESTATE ASSETS, PROPER DISTRIBUTION AND PAYMENT OF EXPENSES.

Minute Date: **4/21/2015**

Notice Sent: YES

Order on File: NO

CLOSING ORDER FILED AND GRANTED.

Minute Date: **4/21/2015**

Notice Sent: NO

Order on File: NO

Di s p o s i t i o n : C l o s e d .

Minute Date: **5/11/2015**

Notice Sent: YES

Order on File: NO

RELEASE OF CLAIM OF \$57,359.38 FILED.

Financial Information

Payor	Recipient	Due Date	Description	Judgment Amount	Paid
HURLEY, NORITA JEAN			AUTO RECORD KEEP-CO	\$2.00	\$2.00
		9/29/2014	#1053112 LOCAL CHECK		\$2.00
HURLEY, NORITA JEAN			AUTO RECORD KEEP-ST	\$5.00	\$5.00
		9/29/2014	#1053112 LOCAL CHECK		\$5.00
HURLEY, NORITA JEAN			COURT ADMIN. FEE	\$5.00	\$5.00
		9/29/2014	#1053112 LOCAL CHECK		\$5.00
HURLEY, NORITA JEAN			COURT COSTS - COUNTY	\$36.00	\$36.00
		9/29/2014	#1053112 LOCAL CHECK		\$36.00
HURLEY, NORITA JEAN			COURT COSTS - STATE	\$84.00	\$84.00
		9/29/2014	#1053112 LOCAL CHECK		\$84.00
HURLEY, NORITA JEAN			JUD. INSURANCE ADJ. FEE	\$1.00	\$1.00
		9/29/2014	#1053112 LOCAL CHECK		\$1.00
HURLEY, NORITA JEAN			JUDICIAL SALARY FEE	\$20.00	\$20.00
		9/29/2014	#1053112 LOCAL CHECK		\$20.00
HURLEY, NORITA JEAN			PERPETUATION FUND	\$2.00	\$2.00
		9/29/2014	#1053112 LOCAL CHECK		\$2.00
HURLEY, NORITA JEAN			PRO BONO LEGAL SERVICES	\$1.00	\$1.00
		9/29/2014	#1053112 LOCAL CHECK		\$1.00
HURLEY, NORITA JEAN			PUBLIC DEFENSE ADMIN. FEE	\$5.00	\$5.00
		9/29/2014	#1053112 LOCAL CHECK		\$5.00
		<i>total</i>		\$161.00	\$161.00



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Information current as of 6/2/16, 1:20 PM EDT

36C01-1311-CC-00031510

State of Indiana ex rel. Indiana
Department of Transportation vs. Robert
Burger and Trans Lease, Inc.

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File date: 11/08/2013 Disposition Date: 07/20/2015

Parties Involved

Attorneys:	Parties:
<p>Butz, Jacob Thomas [Attorney] Address: Office of the Indiana Attorney General 302 West Washington Street IGCS Fifth Floor Indianapolis , IN 46204</p> <p>Phone: Work (Phone): 317-233-0422</p>	<p>State of Indiana [Plaintiff] Address: c/o Jacob Thomas Butz Indiana Government Center South, Fifth Floor 302 W Washington Street Indianapolis , IN 46204</p>
<p>Dunajeski, Melanie Morgan [Attorney] Address: Drewry Simmons Vornehm, LLP 123 N. Main Street Suite 203 Crown Point , IN 46307</p> <p>Phones: Fax (Phone): 219-769-3355 Work (Phone): 219-769-3300</p> <p>Hensler, Pamela J. [Attorney] Address: 409 W Paterson Drive Suite 205 PO Box 428 Bloomington , IN 47402</p> <p>Phones: Fax: 812-332-7601 Work (Phone): 812-332-1000</p>	<p>Burger, Robert [Defendant] Address: 707 Farmingham Road Louisville , KY 40243</p> <p>Trans Lease, Inc. [Defendant] Address: c/o The Corporation Company Registered Agent 1675 Broadway, Suite 1200 Denver , CO 80202</p>

Johnson, Lonnie Dale [Attorney]

Address:

409 West Patterson Drive

Suite 205

Bloomington , IN 47403

Phones:

Fax: 812-332-7601

Work (Phone): 812-332-1000

Hardcopy References

No documents available for this case

Calendar Entries

4/29/15 2:00 PM EDT Confirmed	 (Download appointment to Outlook or Palm)	Event: Hearing: Hearing
6/26/15 3:30 PM EDT Cancelled		Event: Hearing: Status Conference

Minute Entries

Minute Date: 11/8/2013 Type: Case Opened as a New Filing
Minute Date: 11/14/2013 Type: Certified Mail Returned Certified mail receipt returned showing service. Party Served: Burger, Robert Date Signed: 11/12/2013
Minute Date: 11/18/2013 Type: Complaint/Equivalent Pleading Filed Complaint For Damages filed; summons by cert. mail. Jacob Butz enters his appearance for the Plaintiff. Will NOT accept service by FAX. Filed By: Butz, Jacob Thomas File Stamp: 11/08/2013
Minute Date: 11/18/2013 Type: Certified Mail Returned Certified mail receipt returned showing service. No date given as to when it was signed. Party Served: Trans Lease, Inc.
Minute Date: 12/2/2013 Type: Appearance Filed Comes now Melanie M. Dunajeski enters his appearance for Defendant, Trans Lease, Inc. Will NOT accept service by FAX. For Party: Trans Lease, Inc. Attorney: Dunajeski, Melanie Morgan File Stamp: 11/27/2013

Minute Date: **12/3/2013**
Type: **Motion Filed**

Motion For Initial Extension Of Time To Plead filed.
Filed By: Dunajeski, Melanie Morgan
File Stamp: 12/27/2013

Minute Date: **12/3/2013**
Type: **Order Granting**

(Judicial Officer: Poynter, Richard William)
filed, exam. granted. (PE) Time extended to and including January 1, 2014.
Order Signed: 12/02/2013

Minute Date: **1/8/2014**
Type: **Motion Filed**

Motion To Dismiss Trans Lease, Inc. filed.
Filed By: Butz, Jacob Thomas
File Stamp: 12/31/2013

Minute Date: **1/8/2014**
Type: **Order Granting**

(Judicial Officer: Poynter, Richard William)
Order To Dismiss Trans Lease, Inc. filed, exam. granted. (PE)
Order Signed: 01/07/2014

Minute Date: **1/24/2014**
Type: **Motion Filed**

Motion For Leave To Amend Complaint For Damages filed.
Filed By: Butz, Jacob Thomas
File Stamp: 01/21/2014

Minute Date: **1/24/2014**
Type: **Order Granting**

(Judicial Officer: Poynter, Richard William)
Order Granting Leave To Amend Complaint filed, exam. granted. (PE)
Order Signed: 01/22/2014

Minute Date: **2/19/2014**
Type: **Appearance Filed**

Comes now Lonnie Johnson and Zachary C. Raibley and enters an appearances in this case. WILL ACCEPT service by FAX.
For Party: Burger, Robert
Attorney: Johnson, Lonnie Dale
File Stamp: 02/13/2014

Minute Date: **2/19/2014**
Type: **Motion Filed**

Defendants' First Motion for Extension of Time filed.
Filed By: Johnson, Lonnie Dale
File Stamp: 02/13/2014

Minute Date: **2/19/2014**
Type: **Order Granting**

(Judicial Officer: Poynter, Richard William)
Order on Defendants' First Motion for Extension of Time filed, exam. granted. (PE) Time extended within which Defendant has to answer to March 17, 2014.
Order Signed: 02/18/2014

Minute Date: **3/21/2014**
Type: **Motion Filed**

Defendants' Second Motion for Extension of Time filed.
Filed By: Johnson, Lonnie Dale
File Stamp: 03/17/2014

Minute Date: **3/21/2014**
Type: **Order Granting**

(Judicial Officer: Poynter, Richard William)
Order on Defendants' Second Motion for Extension of Time filed, exam. granted.
(PE) Time extended to March 24, 2014.
Order Signed: 03/20/2014

Minute Date: **3/31/2014**
Type: **Answer to a Complaint Filed**

Answer To Amended Complaint filed.
Filed By: Johnson, Lonnie Dale
File Stamp: 03/24/2014

Minute Date: **10/20/2014**
Type: **Appearance Filed**

Pamela J. Hensler enters her appearance for the Deft. WILL accept service by FAX.
For Party: Burger, Robert
For Party: Trans Lease, Inc.
Attorney: Hensler, Pamela J.
File Stamp: 10/16/2014

Minute Date: **3/4/2015**
Type: **Hearing Scheduling Activity**

Hearing scheduled for 04/29/2015 at 2:00 PM.

Minute Date: **3/6/2015**
Type: **Motion Filed**

Plaintiff's Motion For Case Management Conference filed.
Filed By: Butz, Jacob Thomas
File Stamp: 03/02/2015

Minute Date: **3/6/2015**
Type: **Order Granting**

(Judicial Officer: Poynter, Richard William)
Order For Case Management Conference filed, exam. granted. (PE) The Case Management Conference is set for April 29, 2015, at 2:00 P.M.. Plaintiff's counsel is ordered to initiate this telephonic conference with Defendants' counsel and the Court.
Order Signed: 03/02/2015

Minute Date: **4/29/2015**
Type: **Hearing**

(2:00 PM) (Judicial Officer: Poynter, Richard William)

Minute Date: **4/29/2015**
Type: **Hearing Journal Entry**

(Judicial Officer: Poynter, Richard William)
Telephonic conference held. This matter is set for Status conference on May 27, 2015, at 2:00 P.M.
Hearing Date: 04/29/2015

Minute Date: **5/27/2015**
Type: **Hearing Journal Entry**

(Judicial Officer: Poynter, Richard William)
Telephonic Pre-trial Conference held. The Court now sets this matter for a Status hearing on June 6, 2015, at 3:30 P.M.
Present: Butz, Jacob Thomas
Present: Hensler, Pamela J.
Present: Johnson, Lonnie Dale
Hearing Date: 05/27/2015

Minute Date: **5/27/2015**
Type: **Hearing Scheduling Activity**

Status Conference scheduled for 06/26/2015 at 3:30 PM.

Minute Date: **5/27/2015**
Type: **Clerical Mistake Corrected**

The entry entered on May 27, 2015 setting this matter for status hearing on June 6, 2015, at 3:30 P.M. was in error. This matter is set for June 26, 2015, at 3:30 P.M.

Minute Date: **6/26/2015**
Type: **Status Conference**

CANCELED (3:30 PM) (Judicial Officer: Poynter, Richard William)
Other

Minute Date: **6/26/2015**
Type: **Motion for Continuance Filed**

(FAXED)
Filed By: Butz, Jacob Thomas
File Stamp: 06/24/2015

Minute Date: **6/26/2015**
Type: **Order Granting**

(Judicial Officer: Poynter, Richard William)
filed, exam. granted. (PE) The Status conference currently set for 3:30 P.M. on Friday, June 26, 2015 is continued indefinitely.
Order Signed: 06/25/2015

Minute Date: **6/26/2015**
Type: **Hearing Scheduling Activity**

Status Conference scheduled for 06/26/2015 at 3:30 PM was cancelled. Reason: Other.

Minute Date: **7/1/2015**
Type: **Motion Filed**

Motion To Continue filed.
Filed By: Butz, Jacob Thomas
File Stamp: 06/24/2015

Minute Date: **7/1/2015**
Type: **Order Granting**

(Judicial Officer: Poynter, Richard William)
filed, exam. granted. (PE) Time continued indefinitely.
Order Signed: 07/01/2015

Minute Date: **7/20/2015**

Type: **Motion to Dismiss Filed**

Filed By: Butz, Jacob Thomas
File Stamp: 07/17/2015

Minute Date: **7/20/2015**

Type: **Order Granting Motion to Dismiss**

(Judicial Officer: Poynter, Richard William)
Order Of Dismissal filed, exam. granted. (PE) This cause is dismissed with
prejudice. The Clerk will notify parties pursuant to Ind. Trial Rule 72 (D).
Order Signed: 07/20/2015

Financial Information

No financial information available for this case



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For Party: STATE OF INDIANA
Attorney: Skiles, Maricel Elaine
File Stamp: 07/31/2015

Minute Date: **8/3/2015**
Type: **Service Issued**

SUMMONS
Serve To: DICKERSON, THOMAS

Minute Date: **8/7/2015**
Type: **Service Returned Not Served**

NF3, no such person at 4357 Ten Oak Dr - 27071
Pty Not Svd: DICKERSON, THOMAS

Minute Date: **9/11/2015**
Type: **Service Issued**

alias summ
Serve To: DICKERSON, THOMAS

Minute Date: **10/1/2015**
Type: **Service Returned Not Served**

NF3, no such person at 4361 Red Birch Dr - 27071
Pty Not Svd: DICKERSON, THOMAS

Minute Date: **10/29/2015**
Type: **Service Issued**

alias summons
Serve To: DICKERSON, THOMAS

Minute Date: **10/30/2015**
Type: **Service Returned Served**

Copy 1, left at 3202 Collier St and mailed a copy by first class mail - 32394
Party Served: DICKERSON, THOMAS

Minute Date: **4/20/2016**
Type: **Motion for Default Judgment Filed**

(1 of 2)
Filed By: STATE OF INDIANA
Filed By: Skiles, Maricel Elaine
File Stamp: 04/20/2016

Minute Date: **4/20/2016**
Type: **Affidavit Filed**

(2 of 2).
File Date: 04/20/2016

Minute Date: **4/20/2016**
Type: **Affidavit Filed**

Affidavit of Indebtedness.
File Date: 04/20/2016

Minute Date: **4/22/2016**
Type: **Order Granting Motion for Default Judgment**

(Judicial Officer: Caudill, Burnett - MAG)
Notice to parties by mail. Placed in order book.
Order Signed: 04/21/2016

Minute Date: **4/22/2016**

Type: **Default Judgment entered**

(Judicial Officer: Chavis, John M. T., II)
Comment ()

Status: Active, Signed Date: 04/21/2016

Awarded to: STATE OF INDIANA

Awarded against: DICKERSON, THOMAS

Court Costs plus Judgment: \$48,533.16

RJO: Book 2016 Page 0422

Judgment: Book 2016 Page 0422

Reference: [4/22/2016 Default Judgment entered : Book 2016, Page 0422](#)

Reference: [4/22/2016 Default Judgment entered : Book 2016, Page 0422](#)

Financial Information

No financial information available for this case



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Case ID

[Parties](#)[Calendar](#)[Minutes](#)[Hard Copy References](#)[Financial](#)**[Marion County Superior Court, Civil Division 13](#)**

Information current as of 6/2/16, 1:20 PM EDT

10 **49D13-1507-PL-022623**STATE OF INDIANA v. RGM GAS,
INC., RAJ MAKWANA

File date: 07/09/2015 Disposition Date: 10/31/2015

[Printable View](#)[View CCS](#)**Parties Involved**

Attorneys:	Parties:
Butz, Jacob Thomas [Attorney] Address: Office of the Indiana Attorney General 302 West Washington Street IGCS Fifth Floor Indianapolis , IN 46204 Phone: Work (Phone): 317-233-0422	STATE OF INDIANA [Plaintiff]
	MAKWANA, RAJ [Defendant]
	RGM GAS, INC. [Defendant]

Hardcopy References

Final Judgment entered:	Book 2015; Page 1031	10/31/2015 Minute Entry: 10/31/2015
Final Judgment entered:	Book 2015; Page 1031	10/31/2015 Minute Entry: 10/31/2015

Calendar Entries

No calendar entries exist for this case

Minute Entries

Minute Date: 7/9/2015 Type: Case Opened as a New Filing
Minute Date: 7/13/2015 Type: Appearance Filed
For Party: STATE OF INDIANA File Stamp: 07/09/2015

Minute Date: **7/17/2015**

Type: **Certified Mail Returned**

summons served at 4341 Franklin St, Michigan City IN 46360.
Party Served: RGM GAS, INC.
Date Signed: 07/13/2015

Minute Date: **10/31/2015**

Type: **Order Granting Agreement of Parties**

(Judicial Officer: Marchal, Jeffrey Lynn - MAG)
For Judgment against Defendants. Parties notified. Placed in order book.
Order Signed: 10/29/2015

Minute Date: **10/31/2015**

Type: **Final Judgment entered**

(Judicial Officer: Joven, James A)
Comment ()
Status: Active, Signed Date: 10/29/2015
Awarded to: STATE OF INDIANA
Awarded against: RGM GAS, INC., MAKWANA, RAJ
Court Costs plus Judgment: \$8,215.46
RJO: Book 2015 Page 1031
Judgment: Book 2015 Page 1031
Comment: Agreed Judgment

Reference: [10/31/2015 Final Judgment entered : Book 2015, Page 1031](#)

Reference: [10/31/2015 Final Judgment entered : Book 2015, Page 1031](#)

Minute Date: **4/21/2016**

Type: **Release Filed for Judgment Paid in Full**

Satisfaction of Judgment. Parties notified and placed in order book.
Filed By: STATE OF INDIANA
File Stamp: 04/19/2016

Financial Information

No financial information available for this case



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79D01-1406-CT-00065

Case Type D01-CT
Case Status: Closed
File Date: 06/11/2014
DCM Track:

Action: CIVIL TORT
Status Date: 06/11/2014
Case Judge: WILLIAMS, JUDGE RANDY J.
Next Event:

[All Information](#) | [Party](#) | [Event](#) | [Docket](#) | [Disposition](#)

Party Information**STATE OF INDIANA - Plaintiff**

Address 302 WEST WASHINGTON ST
 IGCS 5H FLR
 INDIANAPOLIS, IN 46204

Alias**Party Attorney**

Attorney BUTZ, JACOB THOMAS
Bar Code 0031254
Address 302 WEST WASHINGTON ST
 IGCS 5H FLOOR
 INDIANAPOLIS, IN 46204
Phone (317)233-0422

INDIANA DEPARTMENT OF TRANSPORTATION - Plaintiff

Address C/O GREG ZOELLER,
 ATTORNEY GENERAL
 INDIANA GOVERNMENT
 CENTER SOUTH 5TH
 FLOOR
 302 W WASHINGTON ST
 INDIANAPOLIS, IN 46204

Alias**Party Attorney**

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Phone (317)233-0422

DANIEL, II, KEITH - Defendant

Address 2410 HAPPY HOLLOW
 ROAD APT C5
 WEST LAFAYETTE, IN 47906

Alias**Party Attorney**

Attorney DEVINE, PATRICK PHILIP
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Address 322 INDIANAPOLIS BLVD
 STE 201
 SCHERERVILLE, IN 46375

Phone**Attorney** FISHER, JENNIFER**Bar Code**

Address 322 INDIANAPOLIS BLVD
 STE 201
 SCHERERVILLE, IN 46375

Phone (219)864-5051**Attorney** JONES, ANGELA M**Bar Code** 0030770-45

Address HINSHAW & CULBERTSON
 LLP

322 INDIANAPOLIS BLVD
 STE 201
 SCHERERVILLE, IN 46375

Phone (219)864-5051**U-HAUL COMPANY OF ARIZONA - Defendant**

Address REGISTERED AGENT: CT
 CORPORATION SYSTEM
 2390 EAST CAMELBACK
 ROAD
 PHOENIX, AZ 85016

Alias**Party Attorney**

Attorney FISHER, JENNIFER
Bar Code

Address	322 INDIANAPOLIS BLVD STE 201 SCHERERVILLE, IN 46375
Phone	(219)864-5051

Events

Date/Time	Location	Type	Result	Event Judge
02/05/2015 03:30 PM	SUPERIOR COURT NO.1	telephone status conference		WILLIAMS, JUDGE RANDY J.
04/09/2015 02:30 PM	SUPERIOR COURT NO.1	telephone status conference	RESET	WILLIAMS, JUDGE RANDY J.
05/28/2015 02:00 PM	SUPERIOR COURT NO.1	telephone status conference		WILLIAMS, JUDGE RANDY J.
07/01/2015 10:00 AM	SUPERIOR COURT NO.1	telephone status conference		WILLIAMS, JUDGE RANDY J.
12/14/2015 01:30 PM	SUPERIOR COURT NO.1	bench trial	CASE DISMISSED	WILLIAMS, JUDGE RANDY J.

Docket Information

Date	Docket Text	Amount
09/09/2013	Plaintiff files COMPLAINT and SUMMONS	
09/12/2013	<p>RETURN OF SHERIFF FILED SHOWING NON SERVICE Method : *TIPPECANOE COUNTY SHERIFF Issued : 09/10/2013 Service : SUMMONS ISSUED Served : Return : 09/12/2013 On : U-HAUL COMPANY OF ARIZONA Signed By :</p> <p>Reason : NON-SERVICE BY SHERIFF Comment : NOT IN STATE- RESENT BY CERTIFIED MAIL</p> <p>Tracking #: T001314165</p>	
09/13/2013	<p>RETURN OF SHERIFF FILED SHOWING SERVICE Method : *TIPPECANOE COUNTY SHERIFF Issued : 09/10/2013 Service : SUMMONS ISSUED Served : 09/13/2013 Return : 09/16/2013 On : DANIEL II, KEITH Signed By :</p> <p>Reason : COPY LEFT / COPY MAILED Comment :</p> <p>Tracking #: T001314164</p>	
09/17/2013	<p>SERVICE ON NAMED PARTY BY CERTIFIED MAIL Method : *SIGNATURE MAILER Issued : 09/12/2013 Service : SUMMONS ISSUED Served : 09/16/2013 Return : 09/17/2013 On : U-HAUL COMPANY OF ARIZONA Signed By : D LE</p> <p>Reason : CERT. MAIL SERVICE Comment :</p> <p>Tracking #: Z000108797</p>	
11/14/2013	Plaintiff, by counsel, files MOTION FOR DEFAULT JUDGMENT and proposed DEFAULT JUDGMENT. bm	

Date	Docket Text	Amount
11/18/2013	Comes now the plaintiff by counsel and files MOTION FOR DEFAULT JUDGMENT. DEFAULT JUDGMENT entered against the defendants in the amount of \$3,617.91, plus costs. Copies per Order. rt	
03/26/2014	Attorney Jacob Thomas Butz files APPEARANCE on behalf of State of Indiana ex rel. Indiana Department of Transportation with Certificate of Service. File marked 03/25/14. ac	
03/26/2014	Plaintiff, by counsel, files MOTION TO VACATE DEFAULT JUDGMENT with Certificate of Service and proposed ORDER. Received by Certified Mail dated 03/25/14. File marked 03/26/14. ac	
03/28/2014	ORDER TO VACATE DEFAULT JUDGMENT ORDER entered. Coies per Order. rt	
05/27/2014	Attorney Patrick DEvine files APPEARANCE on behalf of Keith Daniel and U-Haul Co with Certificate of Service. Received by certified mail 05-23-14. kp	
05/30/2014	Defendnats, by counsel, files ANSWER TO COMPLAINT FOR DAMAGES, JURY DEMAND with certificate of service. kp (received by certified mail 05-27-14)	
06/11/2014	Case No. 79D01-1309-CC-00634 transferred to 79D01-1406-CT-00065 per LR79-CR 2.2-10. Deputy Clerk error at the front desk. Christa Coffey, Clerk	
01/05/2015	PLaintiff, by counsel, files PLAINTIFF'S MOTION FOR CASE MANAGEMENT CONFERENCE with certificate of service and proposed ORDER. kp (received by certified mail 01-02-15)	
01/06/2015	The Court sets this matter for telephone status conference with calls to be initiated by the Plaintiff. The purpose of said conference is to select jury trial date and dates regarding cut-off for discovery. Copy to counsel. AEW Event: telephone status conference Date: 02/05/2015 Time: 3:30 pm Judge: WILLIAMS, RANDY J. Location: SUPERIOR COURT NO.1	
02/05/2015	TELEPHONE CONFERENCE conducted. By agreement of the parties the Court is to reset this matter for another telephone status conference with calls to be initiated by the plaintiff's counsel on April 9, 2015 at 2:30 pm. The purpose of said conference is to select jury trial date and dates regarding cut-off for discovery, if necessary. Copy to counsel. adt Event: telephone status conference Date: 04/09/2015 Time: 2:30 pm Judge: WILLIAMS, RANDY J. Location: SUPERIOR COURT NO.1 Result: RESET	
04/08/2015	The Court on its own resets this matter for another telephone status conference with calls to be initiated by the Court on Thursday, May 28, 2015 at 2:00 pm. The current telephone conference set for Thursday, April 9, 2015 at 2:30 pm is vacated. The purpose of said conference is to select jury trial date and dates regarding cut-off for discovery. Copy to counsel. adt Event: telephone status conference Date: 05/28/2015 Time: 2:00 pm Judge: WILLIAMS, RANDY J. Location: SUPERIOR COURT NO.1	
04/20/2015	Plaintiff, by counsel, files PARTIAL STIPULATION TO DISMISS with certificate of service and proposed ORDER. kp (received by certified mail 04-13-15)	
04/21/2015	ORDER entered. Copies per Order. lc	
04/22/2015	Attorney Angela E Jones files MOTION TO WITHDRAW APPEARANCE on behalf of Keith Daniel II with proposed ORDER. Received by fax. bm	
04/29/2015	Court grants counsel Angela E. Jones Motion to Withdraw Appearance as counsel was entered in error. Court directs Clerk to enter correct counsel Angela M. Jones on behalf of Defendant. Copy to counsel, and defendant. lc	
05/28/2015	Telephone conference conducted. By agreement of the parties the Court is to reset this matter for another telephone status conference with calls to be initiated by the Court on Wednesday, July 1, 2015 at 10:00 am. The purpose of said conference is to select bench trial date and dates regarding cut-off for discovery. Copy to counsel. adt Event: telephone status conference Date: 07/01/2015 Time: 10:00 am Judge: WILLIAMS, RANDY J. Location: SUPERIOR COURT NO.1	
05/28/2015	Attorney Jennifer Fisher files APPEARANCE on behalf of Keith Daniel and U-Haul Co with Certificate of Service. kp (received by UPS 05-27-15)	
07/01/2015	TELEPHONE CONFERENCE CONDUCTED. By agreement of the parties a Bench Trial is now scheduled for December 14, 2015 at 1:30 pm with the balance of the afternoon allotted. The Discovery cut-off deadline is October 31, 2015 and Dispositive Motions deadline is November 6, 2015. Copy to counsel. adt Event: bench trial	

Date	Docket Text	Amount
	Date: 12/14/2015 Time: 1:30 pm Judge: WILLIAMS, RANDY J. Location: SUPERIOR COURT NO.1 Result: CASE DISMISSED	
07/24/2015	Plaintiff, by counsel, files NOTICE OF STIPULATION TO VOLUNTARILY DISMISS WITH PREJUDICE with certificate of service and proposed ORDER. kp (recived by UPS 07-23-15)	
07/27/2015	ORDER entered granting NOTICE OF STIPULATION TO VOLUNTARILY DISMISS WITH PREJUDICE. Copies per Order. lc	

Case Disposition

Disposition	Date	Case Judge
DISMISSED	07/27/2015	WILLIAMS, JUDGE RANDY J.

ATTACHMENT C. CONTRACT OBLIGATIONS

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, it is agreed by and between the State and Counsel as follows:

1. Duties of Counsel.

Counsel shall perform the Legal Services as requested by the State.

Pursuant to IC 4-6-5-3, the Indiana Attorney General hereby appoints, employs and hires Counsel to provide the Legal Services. Counsel shall execute its responsibilities by following and applying the highest professional standards. If the State becomes dissatisfied with the work product or the working relationship with any individual assigned to work on this Agreement, the State may request in writing the replacement of any or all such individuals, and Counsel shall grant such request.

2. Consideration and Payment.

A. For each file upon which recovery is made, Counsel shall be paid as agreed upon in the contract.

B. Contingency fees paid under this contract shall not exceed the maximum amounts set forth in Ind. Code § 4-6-3-2.5(g), which provides that a contingency fee may not exceed the sum of the following:

(1) Twenty-five percent (25%) of any recovery that exceeds two million dollars (\$2,000,000) and that is not more than ten million dollars (\$10,000,000).

(2) Twenty percent (20%) of any part of a recovery of more than ten million dollars (\$10,000,000) and not more than fifteen million dollars (\$15,000,000).

(3) Fifteen percent (15%) of any part of a recovery of more than fifteen million dollars (\$15,000,000) and not more than twenty million dollars (\$20,000,000).

(4) Ten percent (10%) of any part of a recovery of more than twenty million dollars (\$20,000,000) and not more than twenty-five million dollars (\$25,000,000).

(5) Five percent (5%) of any part of a recovery of more than twenty-five million dollars (\$25,000,000).

The aggregate contingency fee may not exceed fifty million dollars (\$50,000,000), excluding reasonable costs and expenses, regardless of the number of lawsuits filed or the number of private attorneys retained to achieve the recovery.

C. Work performed under this contract will be paid using agreed-upon contingency fee amounts, unless circumstances make an hourly fee appropriate as determined by the State. Hourly fees applicable to these cases will not exceed three hundred seventy-five dollars (\$375.00) per hour for work performed by partners; two hundred seventy-five dollars (\$275.00) per hour for work performed by associates; and two hundred dollars (\$200.00) per hour for work performed by paralegals.

D. Counsel shall hold all recoveries received for and on behalf of the State in its trust account. Within 30 days of receiving a recovery, Counsel shall remit to the State the net amount due to the State accompanied by an accounting showing the gross amount received, any costs properly attributable to the matter, and, as applicable, the amount retained by Counsel as a contingency fee. Remittances shall be payable to the Office of the Indiana Attorney General and shall be mailed to:

*Office of the Indiana Attorney General
Attn: Accounting Manager (Contingency Fee Contracts)
302 West Washington Street
Indianapolis, IN 46204*

The State may by separate instruction to Counsel ask that the remittance be made by direct deposit to a designated State checking account provided that Counsel submits the accounting referred to above.

E. The State, provided it approves such fees or costs in writing in advance, shall reimburse Counsel for all court costs and filing fees regardless of whether a recovery is actually made. Such reimbursement includes any fees or costs associated with the use of a process server, writ of execution, recordation, sheriff's levy, abstract, or other locater service.

F. As required by Ind. Code § 4-6-3-2.5(f) governing private attorney contingency fee contracts, Counsel shall maintain detailed contemporaneous time records for the attorneys and paralegals working on the matter in increments of not greater than one-tenth (1/10) of an hour and shall, upon request, promptly provide these records to the attorney general.

G. Statutory and regulatory provisions or contractual agreements applicable to certain case types that may be referred to Counsel permit inclusion of a collection fee in addition to the underlying amount owed to the State. The State will notify Counsel of situations and case types where a collection fee is permitted to be charged, the amount that may be charged, and how those fees should be allocated when recovered. In no event may the recovery of a collection fee for a particular matter, when combined with the applicable contingency fee or hourly fee associated with work done for that matter, exceed the limitations set forth in paragraphs B. or C. of this section.

H. In performing Legal Services and any related functions under this contract, Counsel shall not use the official letterhead of the Office of Attorney General or at any point represent or imply that it is the Office of Attorney General or employed as an employee of the Office of Attorney General or the State of Indiana. Counsel shall implement and maintain appropriate procedures to ensure that its communications with debtors and alleged debtors indicate clearly that it is a contractor for the State of Indiana.

3. Term.

The term of this Contract shall be for a period of two (2) years. It shall commence on November 1, 2016, and shall remain in effect through October 31, 2017.

4. Access to Files and Records.

The State shall have full, immediate, and unrestricted access to the work product of the Counsel during the term of this Agreement. Upon termination or expiration of this Agreement, Counsel shall, without further request and at no cost to the State, turn over to the State all files relating to the work performed under this Agreement. Counsel acknowledges that it may be required to submit to an audit of funds paid pursuant to this Agreement, and shall maintain at its offices all books, accounting records, and other evidence pertaining to costs incurred and invoiced under this Agreement. Such materials shall be available during the term of this Agreement and for three (3) years from the date of termination or expiration, for inspection by the State or its authorized designee. Copies thereof shall be furnished at no cost to the State if requested.

5. Assignment.

Counsel shall not assign any part of the Legal Services to be performed under this Agreement to a third party without the State's prior written consent. Counsel may assign its right to receive payments to such third parties as it may desire without the prior written consent of the State, provided that Counsel gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.

6. Changes in Work.

Counsel shall not change scope of the Legal Services to be performed pursuant to this Agreement or undertake additional work on behalf of the State unless authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written agreement.

7. Compliance with Laws and Licensing Requirements.

A. Counsel, partners, and employees shall comply with all applicable registration and licensing requirements, rules, standards and codes of conduct governing the practice of law and the transaction of business in Florida. Counsel shall immediately notify the State if any disciplinary actions are brought against it or any of its attorneys. Counsel certifies, by entering into this Agreement, that neither it nor any of its partners, associates or any other attorney associated with Counsel is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana.

B. As required by IC 5-22-3-7:

(1) the Contractor and any principals of Counsel certify that

(A) the Counsel, except for de minimis and nonsystematic violations, has not violated the terms of

(i) IC 24-4.7 [Telephone Solicitation Of Consumers],

(ii) IC 24-5-12 [Telephone Solicitations] or

(iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Counsel will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) Counsel and its partners certify that an affiliate or principal of Counsel and any agent acting on behalf of the Counsel or on behalf of an affiliate or principal of the Counsel:

(A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

8. Conflict of Interest.

A. Counsel represents and warrants that, after due and diligent inquiry, it is satisfied that it has no Conflict of Interest (as that term is defined in the *Indiana Rules of Professional Conduct*) that will preclude it from providing the Legal Services.

B. Counsel represents and warrants that it has reviewed and is familiar with the statutes and regulations relating to the ethical conduct of state employees. Counsel certifies that, after due inquiry, no partner or any spouse or unemancipated child of any partner (collectively, an “Interested Party”), is an employee of the State of Indiana. If an Interested Party is an employee of the State of Indiana, Counsel shall provide the State with an opinion by the State Ethics Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the Interested Party does not violate any statute or regulation relating to the ethical conduct of state employees.

9. Continuity of Services. Counsel recognizes that the Legal Services provided under this Agreement are vital to the State and must be continued without interruption and that, upon expiration or termination of this Agreement, a successor, either the State or another Counsel, may continue them. Counsel shall use its best efforts and cooperation to effect an orderly and efficient transition to a successor, and shall be reimbursed for all reasonable transition costs.

10. Disputes.

A. Counsel agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement that are not affected by the dispute. Should Counsel fail to

continue to perform its responsibilities as regards all non-disputed work, any additional costs incurred by the State or Counsel as a result of such failure shall be borne by Counsel, and Counsel shall make no claim against the State for such costs.

B. The parties agree to resolve disputes through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to Counsel and the Office of the Attorney General within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

C. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Counsel to terminate this Agreement, and Counsel may bring suit to collect these amounts without following the disputes procedure contained herein.

11. Drug-Free Workplace. As required by Governor's Executive Order No. 90-5 dated April 12, 1990, Counsel certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Counsel's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) Counsel's policy of maintaining a drug-free workplace; (3) any available drug consulting, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A), above, that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify Counsel of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC §22-5-1.7, Counsel swears or affirms under the penalties of perjury that Counsel does not knowingly employ an unauthorized alien. Counsel further agrees that:

A. Counsel shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. Counsel is not required to participate should the E-Verify program cease to exist. Additionally, Counsel is not required to participate if Counsel is self-employed and does not employ any employees.

B. Counsel shall not knowingly employ or contract with an unauthorized alien. Counsel shall not retain an employee or contract with a person that Counsel subsequently learns is an unauthorized alien.

C. Counsel shall require his/her/its subcontractors, who perform work under this Agreement, to certify to Counsel that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Counsel agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. The State may terminate for default if Counsel fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Ethics. Counsel shall abide by all ethical requirements that apply to persons who have a business relationship with an agency, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If Counsel is not familiar with these ethical requirements, it should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>.

If Counsel has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, Counsel shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract. If Counsel or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to Counsel. In addition, Counsel may be subject to penalties under Indiana Code § 4-2-6-12.

14. Funding Cancellation. When the director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

15. Governing Laws. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

16. Indemnification. Counsel agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits, including court costs, attorney's fees, and other expenses caused by any act or omission of Counsel.

17. Independent Contractor. Counsel and the State are acting in their individual capacities and not as employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees of the other party. Counsel shall be responsible for providing all necessary unemployment and worker's compensation insurance for its employees.

18. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Counsel covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

19. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses by U.S. first class mail, postage prepaid.

A. Notice to the State shall be sent to:

*Office of the Indiana Attorney General
Attn: Section Chief – Collections & Bankruptcy Litigation
302 W. Washington St., IGCS-5th Floor
Indianapolis, IN 46204*

B. Notice to Counsel shall be sent to contact person and address as desired.

20. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, finance charges, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 *et seq.*, IC 34-54-8-5, and IC 34-13-1-6.

21. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions.

22. Taxes. The State of Indiana is exempt from state, federal and local taxes. The State will not be responsible for any taxes levied on Counsel as a result of this Agreement.

23. Termination. This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be affected by delivery to Counsel of a Termination Notice at least fifteen (15) business days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The State will not be liable for legal services performed after effective date of termination. Counsel may terminate this Agreement as provided by Rule 1.16, *Indiana Rules of Professional Conduct*.

24. Travel. No travel expenses will be reimbursed pursuant to this Contract unless specifically agreed to by the State in writing and in advance of the travel.

25. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

26. Binding Authority; Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he undersigned is the properly authorized representative, agent, member or officer of Counsel. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of Counsel, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears on the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, Counsel attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**