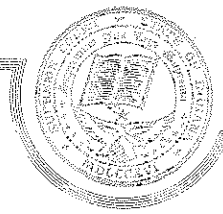
SUPREME COURT

DIVISION OF
STATE COURT ADMINISTRATION

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, INTERIM CHIEF ADMINISTRATIVE OFFICER
DAVID J. REMONDINI, INTERIM EXECUTIVE DIRECTOR



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

SENT BY ELECTRONIC MAIL

April 22, 2016

Professor Margaret F. Brinig
Box 780, Room 3157
Eck Hall of Law
Notre Dame, IN 46556

Re: Bulk Data Renewal

Dear Professor Brinig

In 2014 you were approved to receive bulk distribution of confidential court records in JP cases with 2008 support orders from trial courts located in Lake, Marion, Monroe, Posey and St. Joseph Counties. Your User Agreement expired on January 31, 2015 but today you have tendered a renewal request limited to St. Joseph County that also indicates an interest in CHINS and JD cases involving the same children.

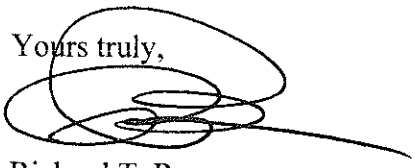
The renewal process does not allow us to grant greater information than was originally granted except for access to appellate cases (which you did not seek). Accordingly, we cannot authorize release of CHINS or JD case records based upon your renewal request. If you desire that additional information, you must file a separate application for the data.

Your previously granted request to obtain bulk distribution of non-confidential court records from JP cases with 2008 child support orders from trial courts located in St. Joseph County has been renewed by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F) subject to the terms of this letter, your executed User Agreement for Bulk Distribution of Data or Compiled Information. The renewal will expire on January 31, 2017.

As before, you need to contact our Court Technology section at 317.234.2710 in order to receive your data.

If you have any questions, please contact me at richard.payne@courts.IN.gov or (317) 232-2542.

Yours truly,



Richard T. Payne
Staff Attorney
Trial Court Management

STATE COURT ADMINISTRATION

RECEIVED
APR 22 2016
DIVISION OF
STATE COURT ADMINISTRATION

2016
RENEWAL REQUEST FORM
FOR ADMINISTRATIVE RULE 9(F) DISTRIBUTION APPROVAL

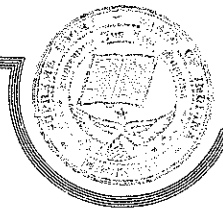
Entity Name(s) (**including subsidiaries**):	Notre Dame Law School
Contact Information:	Margaret F. Brinig Box 780, Notre Dame, IN 46556 (574) 631-2303
Date of Original or Most Recent Approval pursuant to A.R. 9(F)	Original 5/29/14
Previous Court Records requested	Child support and parenting time orders 2008 juvenile paternity cases to test parenting and child support guidelines of the Indiana Supreme Court
Previous Counties requested and approved	Lake, Marion, Monroe, Posey and St. Joseph
Data from Indiana Supreme Court, Court of Appeals & Tax Court **NOTE: The release date for this information has not been determined.**	☑ None ☐ Indiana Supreme Court ☐ Court of Appeals ☐ Tax Court
Changes proposed for 2016 approval (new counties or court records requested)	For St. Joseph only, interested also in CHINS and JD cases involving the same children.
Comments:	I was not permitted access to St. Joseph until earlier this months. I did get a small number of cases from Lake and Posey.

Date submitted: __April 22, 2016_____

Prepared by: _Margaret F. Brinig_____

Signature by responsible party: __Margaret F. Brinig
Printed name and title: _Margaret F. Brinig, Fritz Duda Family Professor of Law_
Contact email address: __mbrinig@nd.edu_____

SUPREME COURT



OF INDIANA

DIVISION OF
STATE COURT ADMINISTRATION

BRENT E. DICKSON, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR
DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

June 27, 2014

Professor Margaret F. Brinig
Box 780, Room 3157
Eck Hall of Law
Notre Dame, IN 46556

Re: Final Approval – JP Case Information

Dear Professor Brinig

Your request to obtain bulk distribution of confidential court records in JP with 2008 support orders cases from trial courts located in Lake, Marion, Monroe, Posey and St. Joseph Counties has been approved by the Indiana Supreme Court pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter and the executed User Agreements for Bulk Distribution of Data or Compiled Information, Form TCM-AR9(F)-1.

As explained in the User Agreements, the execution of the agreement and approval by the Division do not create any mandatory obligation on the part of any court or clerk to provide bulk distribution of court records or compiled information. You will need to contact the clerk from all counties not using the Odyssey system to seek distribution of this data. Except as explained in the following two paragraphs, it is up to each court to determine whether or not to provide bulk distribution of its records.

Indiana Administrative Rule 9(F)(2) places authority in the Indiana Supreme Court with respect to records from multiple courts such as those maintained in the Odyssey data repository. By Order dated September 13, 2011, *In the Matter of Bulk Distribution of and Remote Access to Court Records in Electronic Form,* Case No. 94S00-1109-MS-552, the Indiana Supreme Court authorizes bulk distribution of Odyssey records that are not excluded from public access by Administrative Rule 9(G) or (H), and authorizes the Division to review written requests for bulk distribution of Odyssey records and, if appropriate, approve such requests.

You are approved to receive bulk distribution of Odyssey records and the Division will provide bulk distribution of such records to you, subject to the following additional conditions: (1) You must make arrangements for payment for the records in accordance with Administrative Rule 9 and the Supreme Court's Order of September 13, 2011; (2) Your approval is subject to the executed User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, and (3) You are prohibited from providing bulk distribution of Odyssey records to any third party.

That having been said, I am sorry to report to you that a preliminary search of records for these courts conducted by JTAC staff through Odyssey has been unable to identify JP cases in which a support order was entered in 2008 due to the variance in the way each county reported this data in their individual case management systems in 2008. Since you have been approved for access by the Supreme Court, you will have to go to each county in order to gather the information at the local level.

Based on the 2008 New Case Filing stats, Posey Circuit Court, Monroe Circuit Court 7 and St. Joseph Probate Court handled the JP cases in their county. I would imagine the local Clerk's Office can sift through the 2008 RJO file/book and print a copy of the relevant orders for you. You may have to pay for the copy fee but that should get you the information you need.

Executed copies of your user agreements, Form TCM-AR9(F)-1, are enclosed. The agreement will expire on January 31, 2015. Also enclosed is an executed copy of your User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System and a distribution receipt form, Form TCM-AR9(F)-3, that must be completed and returned to this office within thirty (30) days of receiving bulk distribution of court records or compiled information from court records. However, you need not file Form TCM-AR9(F)-3 for Odyssey records.

If you have any questions, please contact me at richard.payne@courts.IN.gov or (317) 234-5398.

Sincerely,

Richard T. Payne
Staff Attorney, Trial Court Management

Enclosures: Indiana Supreme Court Order, May 29, 2014
User Agreement, Form TCM-AR(F)-1
Odyssey User Agreement, Form TCM-AR9(F)-7
Distribution Receipt

Indiana Supreme Court
Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The Indiana Supreme Court through its Division of State Court Administration ("Division") and Margaret F. Brinig ("Requesting Party") hereby enter into this User Agreement for Bulk Distribution of Data or Compiled Information ("Agreement") for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

Recitals

A. Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for bulk distribution of Data or Compiled Information by Indiana Courts.
B. The Division reviews each request for bulk distribution to insure that the request is consistent with the purposes of Rule 9 and that each request is an appropriate use of public resources.
C. The Requesting Party seeks bulk distribution of Data or Compiled Information for its own use and understands that it must comply with the provisions of this Agreement.
D. The Division requires that the Requesting Party understand and agree to comply with certain restrictions on usage of the Data and Compiled Information.
E. The Requesting Party is not automatically entitled to the distribution of Data or Compiled Information of a court simply by the approval of this user agreement by the Division.
F. The Requesting Party may be required to pay an amount which the Court determines is the fair market value of the information requested.
G. The bulk distribution is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies' policies.

Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:

A. "Administrative Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court agency, or Clerk of Court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.

B. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.

C. "Bulk Distribution" means the distribution of all, or a significant subset of Court Records not excluded from public access, in electronic form , as is, and without modification or compilation.

D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court Agency or Clerk of Court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).

E. "Clerk of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.

F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of all or a subset of all of the information from more than one individual Court Record in electronic form in response to the approved request for bulk distribution.

G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.

H. "Court Records" means both Case Records and Administrative Records.

I. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.

J. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.

K. "Public Access" means the process whereby a person may inspect and copy the information in a Court Record, not excluded by Rule 9(G) or (H).

L. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

2. **Grant.**

A. Court Records Not Maintained in the Odyssey data repository. Subject to specific permission from the Courts identified below, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified below for the Requesting Party's own use in accordance with the

terms and conditions contained herein. Execution of this Agreement and approval of the Requesting Party's request by the Division do not create any mandatory obligation on the part of any clerk or Court to provide Court Records to the requesting Party. Under Administrative Rule 9(F), the Courts identified below must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources. Courts must determine on an individual basis whether to assess a charge for providing the Court Records, and Courts may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the fair market value of the information.

(1) **Court Records sought**:

JP cases with 2008 support orders

(2) **Requested Courts**:

Lake, Marion, Monroe, Posey and St. Joseph counties

B. Court Records Maintained in the Odyssey data repository. The Division grants the Requesting Party authorization to receive bulk distribution of Odyssey records upon execution of a separate User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, Form TCM-AR9(F)-7, and payment for such records in accordance with Administrative Rule 9 and the Supreme Court Order dated September 13, 2011, Case No. 94S00-1109-MS-552.

3. **Rights and Interests.** It is the parties' intent that all rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not gain any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Those rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all entities related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this Section 3.

4. **Ongoing Data Scrubbing and Update Requirements**. The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

5. **Restrictions on Use of Data.**

A. **Compliance With Authorities.** The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

B. **Resale of Data.** The Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided pursuant to this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case Record as part of a service provided by Requesting Party. The Requesting Party shall not make bulk distribution of the Court Records or reconfigure the Court Records for subsequent bulk distributions.

C. **Policies for dissemination of Data.** The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.

6. **Bulk Transfer to Third Parties.** The Requesting Party is prohibited from making a bulk distribution of the data or the compiled information obtained through this agreement to another party.

7. **Reporting Requirement.** With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

8. **Disclosure Requirements.** The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

> *The data or information provided is based on information obtained from Indiana Courts on _____ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete;*

2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court in question.

9. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include "control" or "salted" data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

10. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided "As Is". The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records. **Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record**.

11. **Limitation of Liability.** The Requesting Party acknowledges and accepts that the Court Records or Data are provided "as is" and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, authors, clients or other parties.

B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

12. **Indemnification.** The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, customers, clients or any other parties.

13. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

14. **Termination and Renewal.**

A. **General**. Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. **Renewal**. This agreement expires on **January 31, 2015**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2015**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at http://www.courts.in.gov/admin/2460.htm.

C. **Termination for Cause**. The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party and any such violation shall result in immediate termination of this agreement by the Division, at which time all Court Records and Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be returned to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.

D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

E. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

F. **Termination in Event of Failure to Update.** The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. **Attachments.** This Agreement incorporates by way of attachment the following:

A. The original Request provided to the Division from the Requesting Party as provided as **Exhibit A**;

B. The approval letter provided to the Requesting Party from the Division as as **Exhibit B**;

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this 10th day of June, 2014.

Margaret F. Brinig

Margaret F. Brinig

Printed: Margaret F Brinig

Title: Erik Duda Family Professor of Law

Date: 6/10/14

Division of State Court Administration

By: [signature]

David J. Remondini
Chief Deputy Executive Director
Indiana Supreme Court
Division of State Court Administration

Date: 6-10-14

RECEIVED

JUN 2 4 2014

DIVISION OF
STATE COURT ADMINISTRATION

Indiana Supreme Court
Division of State Court Administration

USER AGREEMENT FOR THE USE OF BULK DATA FROM INDIANA ODYSSEY CASE MANAGEMENT SYSTEM

This Agreement is made and entered into by and between Margaret F. Brinig and the Division of State Court Administration (hereafter referred to as "Division"):

RECITALS

WHEREAS, the Division has approved your Bulk Data request pursuant to Administrative Rule 9(F); and

WHEREAS, the Division has the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks; and

WHEREAS, the Indiana Supreme Court has authorized the Division to release Odyssey records in bulk in an Order dated September 13, 2011, Case No. 94S00-1109-MS-552; and

WHEREAS, Margaret F. Brinig has entered into the User Agreement for Bulk Distribution of Data with the Division for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provision of Administrative Rule 9 of the Indiana Rules of Court ("Rule 9").

NOW, IN CONSIDERATION OF THE forgoing representations and covenant hereinafter set forth, the parties agree as follows:

1. **Authority.** The parties agree that this Agreement is specifically undertaken pursuant to the authority under Indiana Law to enter into binding Agreements.
2. **Service and Fees.**
   A. The Division will provide Margaret F. Brinig the initial data extract pursuant to the Order.
   B. The Division will provide an invoice for each extract.
   C. Upon payment of the invoice, the extracted data will be made available via an SFTP account accessing client specific folders at SFTP.IN.Gov.
   D. All payments will be made by check and made payable to Division of State Court Administration with a notation indicating the invoice number and that payment is for Odyssey bulk records.
3. **Refreshing data**. Because the status of a case may change from time to time, all purchasers of bulk data must refresh all records with each new extract. This will ensure that cases that have been sealed or restricted since the last download are accurately reflected in the database.
4. **Disclaimer.** Information provided is not to be considered or used as an official court record and may contain errors or omissions. Accuracy of the information is not warranted. Official records of court proceedings may only be obtained directly from the clerk of the court maintaining a particular record. If the record contains financial data, it may include

interest that has accrued or other charges that have become due since the last financial transaction. The Clerk's office can provide current financial information.

5. **Compliance with Law.** Any party whose Bulk Data Agreement has been approved hereby agrees to comply with all federal and state laws that may be applicable to the use, sale, or transmission of the bulk data.

6. **Incorporation by reference.** All terms and conditions of the User Agreement for Bulk Distribution of Data or Compiled Information Not Excluded from Public Access entered into with the Division of State Court Administration are incorporated into this Agreement. Margaret F. Brinig agrees to use and disseminate the Odyssey data provided under this agreement in the manner permitted by said User Agreement for Bulk Distribution of Data or Compiled Information Not Excluded from Public Access.

7. **Effective Date and Commencement of Terms.** This Agreement shall be effective and the terms set forth shall be deemed enforceable upon the signature and approval of all parties.

By: _____ Date: 6-10-14

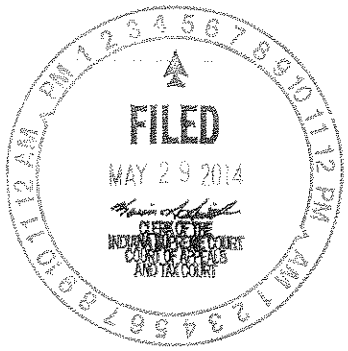
David J. Remondini
Chief Deputy Executive Director
Division of State Court Administration

Margaret F. Brinig

Margaret F. Brinig Date: 6/20/14

Printed Title: Margaret F. Brinig
Fritz Duda Professor of Law
Notre Dame Law School

In the
Indiana Supreme Court



IN THE MATTER OF THE REQUEST BY MARGARET F. BRINIG FOR RELEASE OF BULK DATA OR COMPILED INFORMATION	)	CASE NO. 94S00-1312-MS-801

ORDER GRANTING REQUEST UNDER ADMINISTRATIVE RULE 9(F)(4) FOR RELEASE OF BULK DATA OR COMPILED INFORMATION THAT INCLUDES INFORMATION EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9(F)(4)

Margaret F. Brinig, Fritz Duda Professor of Law at the University of Notre Dame School of Law has filed a verified request for Bulk Data/Compiled Information under Administrative Rule 9(F)(4). This request seeks to obtain specific data concerning child support and parenting time orders entered in 2008 in Juvenile Paternity cases in the courts of Lake, Marion, Monroe, Posey and St. Joseph Counties. The purpose of the request is for academic research to empirically test the parenting and child support guidelines of the Indiana Supreme Court.

Juvenile Paternity court records for the year 2008 are generally excluded from public access under Admin. R. 9(G) and access to bulk or compiled case records excluded from public access may be granted by this Court only under specific circumstances pursuant to Admin. R. 9(F)(4)(c). Under Administrative Rule 9(F)(4)(a)(v), moreover, a request for bulk distribution or compiled information that includes confidential information must provide for individual notice to all persons affected by the release of the information unless, upon prior notice to the Indiana Attorney General and a reasonable opportunity to respond, such individual notice requirement is waived by this Court. Professor Brinig requested that this Court waive the requirement that individual notice be provided to all persons affected by the release of the information.

The Indiana Attorney General has filed his Response as provided for under Admin. R. 9(F)(5) and does not oppose the requested waiver.

This Court finds preliminarily that under the request made in this case a significantly large number of individual case files will be involved and that notice, if required, would be provided to an extremely large number of parties to the proceedings. This Court has previously been advised by Professor Brinig that confidential identifying information will be stripped as soon as possible and that all but aggregated data will be secured in a locked file and office. Professor Brinig will also securely wipe any sections of computer hard drives in which data is stored and will return and/or shred any lists or disks received. Confidential data will only be placed upon a computer that is not connected electronically to any network.

Accordingly, this Court finds that Professor Brinig has shown by clear and convincing evidence that the public interest will be served by allowing access and the Court, therefore, waives the requirement of individual notice to all parties affected by release of the sought information to which public access is prohibited or restricted.

This Court further finds that the information sought is consistent with the purposes of this rule, that resources are available to prepare the information, and that fulfilling the request is an appropriate use of public resources, and further upon finding by clear and convincing evidence that the requestor satisfies the requirements of subsection (F)(4)(a), and that the purposes for which the information is sought substantially outweighs the privacy interests protected by this rule. An order granting a request under this subsection may specify particular conditions or requirements for use of the information, including without limitation:

1. The confidential information will not be sold or otherwise distributed, directly or indirectly, to third parties; provided, however, that the results of Professor Brinig's research and analysis may be utilized in the publication of scholarly article(s);
2. The confidential information will not be used directly or indirectly to sell a product or service to an individual or the general public;
3. The confidential information will not be copied or duplicated other than for the stated scholarly research;
4. Access to the storage media containing the confidential data will be limited and, as appropriate, kept and stored in a locked cabinet when not being used; and
5. The requestor must pay reasonable costs of responding to the request, as determined by the local trial courts.

Accordingly, this Court finds that the courts of Lake, Marion, Monroe, Posey and St. Joseph Counties may release case records for review by Professor Brinig for Juvenile Paternity cases for 2008 with child support and/or parenting time orders. To this limited extent, this Court finds that exceptional circumstances justify the disclosure of addresses and dates of birth under Administrative Rule 9(F)(4)(d). The Court hereby grants the request for Bulk Data/Compiled Information under Administrative Rule 9(F)(4) to the extent discussed above.

IT IS, THEREFORE, ORDERED that the courts of Lake, Marion, Monroe, Posey and St. Joseph grant Professor Margaret F. Brinig access to such Juvenile Paternity court records for the year 2008 as will provide the confidential information described immediately above.

The Clerk of this Court is directed to send this Order to: the Honorable Marilyn A. Moores, Judge of the Marion Superior Court, Juvenile Division, 2451 N. Keystone Avenue, Indianapolis, IN 46218; the Honorable Thomas P. Stephaniak, Jr., Lake Superior Court, Juvenile Division, 3000 W. 93rd Avenue, Crown Pointe, IN 46307, the Honorable Stephen R. Galvin, Monroe Circuit Court, Division 7, 301 North College Avenue, Bloomington, IN 47404, the Honorable James M. Redwine, Posey Circuit Court, P. O. Box 745, Mount Vernon, IN 47620,

the Hon.James N. Fox, St. Joseph Probate Court, 1000 S. Michigan Street, South Bend, IN 46601-3426, Professor Margaret F. Brinig, P. O. Box 780, Eck Hall of Law, Notre Dame, IN 46556 and to Indiana Supreme Court, Division of State Court Administration.

Done at Indianapolis, Indiana, this: May 29**, 2014.**

For the Court
Brent E. Dickson
Chief Justice of Indiana