

STATE OF INDIANA
IN THE PORTER COUNTY CIRCUIT/SUPERIOR COURT

CAUSE NO. _____

STATE OF INDIANA,

Plaintiff,

v.

JULIE LENTZ, doing business
as Sacred Lotus Midwifery
Services,

Defendant.

**COMPLAINT
FOR INJUNCTION,
RESTITUTION, CIVIL
PENALTIES, AND COSTS**

I. INTRODUCTION

1. The State of Indiana, by Attorney General Curtis T. Hill, Jr. and Deputy Attorneys General Jacob M. Murray and Michelle Alyea, commences this civil action seeking injunctive relief, consumer restitution, civil penalties, and costs under the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*
2. The defendant, Julie Lentz, acts as a midwife for Indiana consumers. Under Indiana law, individuals may not engage in the practice of midwifery without first obtaining either a certified nurse midwife license or a certified direct entry midwife certificate. Lentz does not possess either a certified nurse midwife license or a certified direct entry midwife certificate. Lentz knows of Indiana's licensing and certification requirements, but represents to consumers that she is not subject to these requirements or other governmental regulations of Indiana due to her purported status as a

member of a Private Membership Agreement. Lentz's actions are abusive, unfair, and deceptive acts in violation of the Indiana Deceptive Consumer Sales Act.

II. PARTIES

3. The plaintiff, the State of Indiana, is authorized to bring this action under Ind. Code § 24-5-0.5-4(c).
4. The defendant, Julie Lentz, is an individual engaged in the solicitation and sale of midwifery services to consumers in Indiana under the business name Sacred Lotus Midwifery Services. Lentz is last known to reside at 111 W. Taylor Street, Apt. 16C, Chesterton, Indiana 46304.

III. FACTS

5. Since at least July 1, 2018, Julie Lentz has contracted with multiple Indiana consumers to act as a midwife during the labor and delivery of each consumer's unborn child.
6. Lentz advertises her services as a midwife under the business name Sacred Lotus Midwifery Services and primarily through online websites and word-of-mouth referrals.
7. Lentz maintains a website for Sacred Lotus Midwifery Services. The website contains a picture of Lentz, who refers to herself as "a Traditional Midwife" and outlines the services that she performs, including assisting in the home birth of a child and providing "all postpartum care up to 6 weeks."

8. Lentz also maintains a Facebook page to advertise Sacred Lotus Midwifery Services. The Facebook page lists that Lentz provides “Traditional Midwifery Care,” and that she is a “Traditional Midwife serving families at home.”
9. Under Indiana law, an individual may not engage in the practice of midwifery unless that individual (1) is licensed to practice as a certified nurse midwife or (2) obtains a certified direct entry midwife certificate. Ind. Code § 25-23.4-3-1.
10. Requiring all individuals practicing midwifery to first be licensed ensures that they possess the required education and training to manage any unexpected problems affecting the mother or child during birth.
11. Lentz is not licensed to practice midwifery as a certified nurse midwife in Indiana.
12. Lentz has not obtained a certified direct entry midwife certificate in Indiana.
13. Lentz’s current experience and educational background do not meet the requirements to obtain either a certified nurse midwife license or a certified direct entry midwife certificate in Indiana.
14. Lentz misleads consumers to believe that she is qualified to practice midwifery in Indiana when she is not, resulting in an increased risk of harm being placed on consumers and their unborn children.
15. Each consumer who wishes to use Lentz as a midwife signs a contract of service with Lentz. In this contract, Lentz acknowledges that she is not licensed by the State of Indiana.

16. Attempting to bypass Indiana's licensing requirements, the contract of service requires consumers to join Lentz's Private Membership Association ("PMA"), called Dar a Luz. According to the contract, "[t]his means that the midwife and all clients are private members and not a part of the public sector."
17. The agreement outlining the Dar a Luz PMA states, "In order to protect all members of the PMA...from any adverse action by the FDA or any other local, county, state or federal administrative or regulatory or licensing agency, in exchange for the benefits offered by the PMA, all members consent to the terms and conditions set forth in this contract."
18. The Dar a Luz PMA purports to allow its members to bypass any governmental regulatory or licensing requirements due to entering into private contracts with only other members of the PMA.
19. The Dar a Luz PMA agreement contains multiple waivers or releases designed to exempt its members from being subject to governmental rules and regulations. For example, PMA members agree to "...release[s] from liability each and every local, municipal, city, county, state and federal agent, employee, officer, official, or servant from enforcing upon them any public law, regulation or rule administered or enforced by any governmental administrative agency in order to protect the public health."
20. In a 2018 email sent to a Case Analyst in the Indiana Attorney General's Medical Licensing Section, Lentz stated, "I am a Traditional Midwife,

services conducted in private homes; as a matter of common-law and constitutionally secured perfect right; as members of a Private Membership Association (PMA) only with other members of the PMA; and pursuant to private contracts.”

21. Lentz went on to state in her 2018 email, “I am aware that the state of Indiana has jurisdiction over the state run hospitals and medical facilities that operate for the indigent, disabled, and others over all corporations, LLCs, and all other entities created by the state of Indiana; and can decide who will and will not provide care in those facilities; however such public (corporate) laws do not apply to people acting in their private character and capacity, in the privacy of their own homes. Please be advised that I am exercising constitutionally secured rights and not mere privileges and immunities offer to corporations and other entities. Corporate law does not apply to me in my private character and capacity.” (emphasis added)
22. Despite knowing of Indiana’s licensing requirements for midwives, Lentz continues to represent herself as a midwife and perform midwifery services for Indiana consumers.

IV. CAUSES OF ACTION

COUNT I

VIOLATION OF THE DECEPTIVE CONSUMER SALES ACT - ENGAGING IN THE PRACTICE OF MIDWIFERY WITHOUT A REQUIRED LICENSE

23. The State re-alleges and incorporates by reference Paragraphs 1 through 23 of this Complaint.

24. The defendant's sale of midwifery services are "consumer transactions" under Ind. Code § 24-5-0.5-2(a)(1).
25. The defendant is a "supplier" under Ind. Code § 24-5-0.5-2(a)(3).
26. Indiana Code § 25-23.4-3-1 states that an individual must possess either a certified nurse midwife license or a certified direct entry midwife certificate in order to practice midwifery in Indiana.
27. The defendant engaged in and solicited to engage in the practice of midwifery in Indiana without possessing the required license or certificate to do so, in violation of Ind. Code § 24-5-0.5-10(a)(1).
28. The defendant committed unfair, abusive, and deceptive acts, omissions, or practices in connection with consumer transactions by practicing midwifery in Indiana without possessing the required license or certificate to do so, in violation of Ind. Code § 24-5-0.5-3(a).

COUNT II
VIOLATION OF THE DECEPTIVE CONSUMER SALES ACT -
MISREPRESENTING RIGHTS, REMEDIES, OR OBLIGATIONS

29. The State re-alleges and incorporates by reference Paragraphs 1 through 28 of this Complaint.
30. The defendant misrepresented her services involved or did not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations by representing that she was not subject to the midwifery requirements and regulations of the State of Indiana when she knew or reasonably should have

known the representation was false, in violation of Ind. Code § 24-5-0.5-3(b)(8).

COUNT III
KNOWING VIOLATION OF THE DECEPTIVE CONSUMER SALES ACT

31. The State re-alleges and incorporates by reference Paragraphs 1 through 30 of this Complaint.
32. The defendant committed the acts alleged in Counts I and II with knowledge of their deceptive nature.

COUNT IV
INCURABLE DECEPTIVE ACTS

33. The State re-alleges alleges and incorporates by reference Paragraphs 1 through 32 of this Complaint.
34. The defendant committed the deceptive acts alleged in Counts I and II as part of a scheme, artifice, or device with the intent to defraud or mislead.

V. RELIEF

35. The State asks the Court to enter judgment against the defendant, Julie Lentz, for the following relief:
 - 35.1. under Ind. Code § 24-5-0.5-4(c)(1), permanently enjoin the defendant from soliciting or engaging in the practice of midwifery in Indiana without first possessing all licenses, certificates, or other permits necessary to perform these activities;

- 35.2. under Ind. Code § 24-5-0.5-4(c)(2) and (3), order the defendant to pay consumer restitution to the Office of the Attorney General for the benefit of affected consumers in an amount to be determined at trial;
- 35.3. under Ind. Code § 24-5-0.5-4(c)(4), order the defendant to pay the Office of the Attorney General its reasonable costs and expenses incurred during the investigation and prosecution of this action;
- 35.4. under Ind. Code § 24-5-0.5-4(g), order the defendant to pay a civil penalty to the State of Indiana in the amount of five thousand dollars (\$5,000) for each knowing violation of Ind. Code § 24-5-0.5-10(a)(1) and Ind. Code §§ 24-5-0.5-3(a) and -3(b)(8);
- 35.5. under Ind. Code § 24-5-0.5-8, order the defendant to pay a civil penalty to the State of Indiana in the amount of five hundred dollars (\$500) for each incurable violation of Ind. Code § 24-5-0.5-10(a)(1) and Ind. Code §§ 24-5-0.5-3(a) and -3(b)(8); and
- 35.6. All other just and proper relief.

Respectfully Submitted,

CURTIS T. HILL, JR.
Indiana Attorney General
Attorney No. 13999-20

By: /s/ Jacob M. Murray
Jacob M. Murray
Deputy Attorney General
Attorney No. 34129-06

Office of the Indiana Attorney General
Indiana Government Center South
302 West Washington Street, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 234-7104
Fax: (317) 233-4393
Jacob.Murray@atg.in.gov

By: /s/ Michelle Alyea
Michelle Alyea
Deputy Attorney General
Attorney No. 30507-64

Office of the Indiana Attorney General
Indiana Government Center South
302 West Washington Street, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 234-2255
Fax: (317) 232-7979
Michelle.Alyea@atg.in.gov