

STATE OF INDIANA
IN THE MARION COUNTY SUPERIOR COURT
CAUSE NO. 49D05-1910-PL-042379

STATE OF INDIANA,
Plaintiff,

v.

BLUE LAKE, INC. d/b/a I-70
MOBILE HOME PARK,
Defendant.

CONSENT AGREEMENT

I. INTRODUCTION

1. The State of Indiana, by Deputy Attorneys General Tamara L. Weaver and Erica S. Sullivan, having filed its Complaint for Injunction, Restitution, Civil Penalties and Costs, and the Defendant, Blue Lake Inc. (“Blue Lake”), hereby enter into this Consent Agreement without trial and adjudication of any issue of fact or law.
2. The parties believe it is in their best interest to resolve the issues presented by the State of Indiana and avoid further litigation with regard to the issues addressed in this Consent Agreement.
3. This Consent Agreement does not constitute an admission by Blue Lake of any violation of Indiana’s Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, nor shall it be construed as an abandonment by the Indiana Office of the Attorney General of the position that Blue Lake violated the above referenced statutes.

4. The parties consent to entry of judgment in this proceeding by the Court and accept this Consent Agreement as the final adjudication of this civil action.
5. Upon execution of this Consent Agreement, Blue Lake agrees to a suspended Civil Penalty pursuant to Ind. Code § 24-5-0.5-4(g) in the amount of twenty-nine thousand dollars (\$29,000). The parties state that Blue Lake has already paid fifty-one thousand ninety-three dollars (\$51,093) in consumer restitution under the Preliminary Injunction in this matter.
6. Two years after the execution of this Consent Agreement, if the Attorney General has not filed a complaint in state or federal court against Blue Lake for any subsequent violations of the terms of this Consent Agreement committed by Blue Lake, the suspended Civil Penalty amount of twenty-nine thousand dollars (\$29,000) shall be cancelled and the Civil Penalty considered paid in full.
7. Upon execution by all required parties, the State will file a Motion to Approve this Consent Agreement with the Court.
8. The terms of this Consent Agreement shall have the full force and effect of a Judgment issued by the Court upon the Court's approval of this Consent Agreement. No agreement, understanding, representation, or interpretation not contained in the Consent Agreement may be used to vary or contradict its terms.

II. RELIEF

9. Pursuant to Ind. Code §24-5-0.5-4(c)(1), the Defendant, Blue Lake, its agents, representatives, employees, successors, and assigns are permanently enjoined from engaging in the following:

- a. committing an unfair, abusive, or deceptive act, omission, or practice in connection with a consumer transaction, by failing to deliver titles to any mobile homes its sells in violation of Ind. Code § 24-5-0.5-3(a); and
- b. using the assets or resources of a senior consumer by taking money for the purchase of a mobile home and then not providing title to the mobile home in violation of Ind. Code § 24-4.6-6-4

III. CONTINUING JURISDICTION

10. The Court shall retain jurisdiction for the purpose of issuing such orders as may be necessary to interpret or enforce the provisions herein.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Consent Agreement this

2 day of Dec., 2020.

STATE OF INDIANA

DEFENDANT

The Office of the Indiana
Attorney General

Blue Lake, Inc.

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By: Victoria Luhrman

Name: Victoria Luhrman

Title: Secretary