

STATE OF INDIANA
IN THE MARION COUNTY SUPERIOR/CIRCUIT COURT

CAUSE NO. 49D06-2201-PL-001419

STATE OF INDIANA,

Plaintiff,

v.

PERA, LLC.

Defendant.

CONSENT JUDGMENT

I. INTRODUCTION

1. The State of Indiana, by Attorney General Todd Rokita, Deputy Director of Consumer Protection Steven Taterka, and Deputy Attorney General Christa Kumming, having filed its Complaint for Injunction, Restitution, Civil Penalties and Costs, and the Defendant, PERA, LLC ("PERA"), hereby enter into this Consent Judgment 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 Judgment.
3. This Consent Judgment does not constitute an admission by PERA of any violation of Indiana's Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, or any other wrongdoing, and PERA expressly denies engaging in conduct in violation of the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et*

seq., and any other wrongdoing. Nor shall this Consent Judgment be construed as an abandonment by the Attorney General of his position that PERA violated the above referenced statute.

4. The parties consent to entry of judgment in this proceeding by the Court and accept this Consent Judgment as the final adjudication of this civil action.

5. Upon execution by all required parties, the State will file a Motion to Approve this Consent Judgment with the Court.

6. The terms of this Consent Judgment shall have the full force and effect of a Judgment issued by the Court upon the Court's approval of this Consent Judgment. No agreement, understanding, representation, or interpretation not contained in the Consent Judgment may be used to vary or contradict its terms as this Judgment sets forth the entire agreement between the parties.

7. For purposes of this Consent Judgment, "PERA, LLC" or "Defendant" means PERA, LLC and its executives, affiliates, contractors, agents, representatives, employees, successors, directors, officers, and assigns working for, or on behalf of PERA, LLC, whether doing business as PERA Appointments, PERA Administrators, or any other name under which PERA, LLC or affiliated businesses do business. Indiana consumer means as a resident of Indiana.

8. Parties agree to, and do not contest the entry of, this Consent Judgment and further agree that this Court has jurisdiction over this matter and waive all rights to appeal or otherwise challenge or contest the validity of this Consent Judgment.

II. RELIEF

9. The parties consent to the Court entering Judgment in favor of the State of Indiana for the relief described in Paragraphs 10 through 14 of this Consent Judgment.

10. Pursuant to Ind. Code § 24-5-0.5-4(c)(1), the Defendant, PERA, LLC, its executives, affiliates, contractors, agents, representatives, employees, successors, directors, officers, and assigns are enjoined for a period of seven (7) years, from the date of entry of this Judgment, from engaging in business activity relating to soliciting, selling, or coordinating appointments, discussions, or other similar communications, to public employees on behalf of, or in connection with, third-party financial representatives in the State of Indiana.

11. Pursuant to Ind. Code § 24-5-0.5-4(c)(1), upon engaging in business activity in the State of Indiana enjoined in and at the expiration of the time period contained in Paragraph 10 above, Defendant agrees to the following:

- a. comply with the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et. seq.*, and/or any subsequent duly enacted amendments or subsequent versions of the same, in connection with its solicitation or business activities in Indiana;
- b. upon re-engaging in business activity related to soliciting, selling, or coordinating appointments, discussions, or other similar communications, to public employees on behalf of, or in connection with, third-party financial representatives, Defendant must submit a notice of intent to

resume to the Indiana Office of the Attorney General Consumer Protection Division, sworn under penalty of perjury, in which Defendant must:

- i. identify the primary physical, postal, and email address and telephone number, as designated points of contact, which Plaintiff may use to communicate with Defendant;
- ii. identify all of the Defendant's businesses, including subsidiaries and affiliates, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; and
- iii. generally describe the activities of each business, including the products and services offered, the means of advertising, marketing, and sales.

12. Judgment is granted in favor of the Plaintiff, State of Indiana, in the total amount of one hundred thousand dollars (\$100,000). Any money received by the Office of the Attorney General pursuant to this paragraph may be used for any lawful purpose, at the sole discretion of the Attorney General.

13. The State of Indiana agrees to suspend collection of ninety-two thousand five hundred dollars (\$92,500.00) of the monetary judgment contained in Paragraph 12.

14. Suspension of the portion of the monetary Judgment described herein will be lifted if, upon motion filed by the Plaintiff, this Court finds that Defendant has failed to comply with the requirements of Paragraphs 10 through 13 of this Judgment and/or failure to render the \$7,500.00 monetary payment to the State

within 30 days following approval of this consent judgment by the Court. If the suspension is lifted, the remainder of the Judgment amount shall become immediately due and payable to Plaintiff.

III. GENERAL PROVISIONS

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

16. Defendant will not participate in any activity to form a separate entity for the purpose of engaging in acts or practices prohibited by this Judgment or for any other purpose that would circumvent this Judgment.

17. This Judgment does not affect any private right of action that any consumer, person, entity, or federal, state, or local governmental entity may have against Defendant.


18. If any provision of this Judgment shall be held unenforceable, the Judgment shall be construed as if such provision did not exist.

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


6th day of September, 2022.

STATE OF INDIANA,
Plaintiff

THEODORE E. ROKITA
Indiana Attorney General
on behalf of Plaintiff State


By: 

Steven A. Taterka
Deputy Director
Consumer Protection Division
Attorney Number 14160-49
Office of Attorney General
Indiana Government Center South
302 West Washington St., 5th Floor
Indianapolis, IN 46204
Telephone: (317) 234-0167
Fax: (317) 232-7979
Steven.Taterka@atg.in.gov


By: 

Christa K. Kumping
Deputy Attorney General
Attorney Number 36276-49
Office of Attorney General
Indiana Government Center South
302 West Washington St., 5th Floor
Indianapolis, IN 46204
Telephone: (317) 234-4662
Fax: (317) 232-7979
Christa.Kumping@atg.in.gov

PERA, LLC,
Defendant

By: 

Matt Albaugh
Attorney Number **23293-49**
Taft Stettinius & Hollister LLP
One Indiana Square
Suite 3500
Indianapolis, IN 46204
Telephone: (317) 713-3500
Fax: (317) 713-3699
malbaugh@taftlaw.com

By: 

Mitch Tanner
Attorney Number **35905-49**
Taft Stettinius & Hollister LL{
One Indiana Square
Suite 3500
Indianapolis, IN 46204
Telephone: (317) 713-3500
Fax: (317) 713-3699
mtanner@taftlaw.com

**TAFT STETTINIUS &
HOLLISTER LLP**
on behalf of Defendant PERA, LLC