

STATE OF INDIANA
IN THE MARION COUNTY SUPERIOR/CIRCUIT COURT

MISCELLANEOUS DOCKET NUMBER _____

IN RE: JOE D. FALL III
Respondent.

**PETITION TO APPROVE
ASSURANCE OF VOLUNTARY
COMPLIANCE**

The Petitioner, State of Indiana, by Deputy Attorneys General Kelsey McKnight, Timothy Weber, and Chase Haller (“State” or “State of Indiana”), petitions the Court to approve an Assurance of Voluntary Compliance (“Assurance”) between the parties pursuant to Indiana Code § 24-5-0.5-7.

The parties agree to enter into the Assurance without any adjudication of fact or law. The Assurance is attached and marked as Exhibit A.

WHEREFORE, the Petitioner requests the Court approve the Assurance of Voluntary Compliance between the parties and for all other just and proper relief.

Respectfully submitted,

THE OFFICE OF THE INDIANA
ATTORNEY GENERAL



By: _____

Chase M. Haller
Deputy Attorney General
Section Chief | Homeowner Protection Unit
Attorney Number 29944-49

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Indiana Government Center South
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Indianapolis, IN 46204
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Chase.Haller@atg.in.gov

CERTIFICATE OF SERVICE

I hereby certify that on March 15, 2023, a copy of the foregoing “Joint Appearance of Counsel” was filed electronically through the Indiana E-Filing System. The same day, the following e-filing users were served electronically by E-service using the IEFS:

Andrew Ault – andrewaultlaw@gmail.com
Counsel for Respondent Joe D. Fall III

EXHIBIT Marion Superior Court 11

STATE OF INDIANA
IN THE MARION COUNTY SUPERIOR/CIRCUIT COURT

MISCELLANEOUS DOCKET NUMBER _____

IN RE: JOE D. FALL III
Respondent.

**ASSURANCE OF VOLUNTARY
COMPLIANCE**

The State of Indiana, by Deputy Attorneys General Kelsey McKnight and Chase M. Haller (“State” or “State of Indiana”), and Joe D. Fall III (“Respondent”), enter into an Assurance of Voluntary Compliance (“Assurance”) pursuant to Indiana Code § 24-5-0.5-7. In support thereof, the parties to this Assurance state as follows:

1. The State of Indiana initiated an investigation of certain acts and practices of the Respondent named in the caption as a result of consumer complaints filed with the Office of the Indiana Attorney General Consumer Protection Division and investigated by the Homeowner Protection Unit.

2. Pursuant to Ind. Code § 24-5-0.5-7(b), this Assurance shall not be considered an admission of a deceptive act for any purpose. Respondent explicitly and expressly denies any violation of law.

3. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties. Pursuant to Ind. Code § 24-5-0.5-7, violation of the terms of this assurance constitutes prima facie evidence of a deceptive act and matters addressed in this Assurance may be reopened in the future for further proceedings in the public interest, at the Attorney General’s discretion.

I. PARTIES

4. The Attorney General is authorized to enter into and file this Assurance with the Marion County Superior Court pursuant to Indiana Code § 24-5-0.5-7.

5. The Respondent, Joe D. Fall III, is a natural person and Indiana resident whose mailing address is PO BOX 685, Shelbyville, IN 46176.

II. AGREEMENT

6. The terms of this Assurance apply to and are binding upon Respondent individually as well as any and all employees, agents, representatives, successors, and assigns of Respondent unless otherwise specified.

7. The Parties enter into this agreement voluntarily, all having the opportunity to consult with counsel.

A. TERMS APPLICABLE TO RESPONDENT JOE D. FALL III

8. Respondent shall refrain from committing any unfair, abusive, or deceptive act, omission, or practice in connection with a consumer transaction, in violation of Ind. Code § 24-5-0.5-3(a). Respondent shall likewise refrain from committing deceptive acts in connection with real estate transactions as part of a scheme or artifice to defraud Indiana consumers.

9. Respondent shall refrain from committing deceptive acts in connection with real estate transactions or mortgage transactions in violation of Ind. Code § 24-9-7.

10. Respondent shall refrain from the unlicensed practice of real estate in violation of Ind. Code § 24-5-0.5, Ind. Code § 25-34.1-3-2, and Ind. Code § 24-9, *et. seq.*

C. TERMS APPLICABLE TO RESPONDENT JOE D. FALL III

11. Respondent Fall agrees to a ten (10) year prohibition on his ability to seek licensure as a real estate broker in the State of Indiana, running from the date of entry of this Assurance.

12. Respondent Fall agrees that he shall not draft, present for signature, or negotiate any document or instrument used in connection with a real estate transaction¹ in the State of Indiana unless he is personally a party to the transaction for a period of (10) years, running from the date of entry of this Assurance, unless Mr. Fall is working as a paralegal under the direction of a licensed attorney.

13. Respondent Fall agrees to a ten (10) year prohibition on his ability to seek a commission as a notary in the State of Indiana.

14. Respondent Fall agrees that he shall not serve as a witness or otherwise acknowledge the signatures of any party in connection with a real estate transaction for which he is not personally a party to the transaction for a period of ten (10) years, unless Mr. Fall is working as a paralegal under the direction of licensed attorney.

E. RESOLUTION OF INDIVIDUAL CONSUMER COMPLAINTS

15. Pursuant to Ind. Code § 24-5-0.5-7(a), Respondent Fall by stipulation with the State of Indiana have agreed to voluntarily remit payment in the collective amount of Twenty Thousand Dollars (\$20,000.00) to be held in escrow by the State of Indiana, pending the distribution of said funds to certain individuals at the discretion of the State of Indiana.

¹ As that term is defined in Ind. Code § 24-9-3-7(b)

16. The remission of payment by Respondent Fall shall be subject to the following specific terms:

- a. Respondent Fall shall remit Seventeen Thousand Dollars (\$17,000.00), within fifteen (15) business days following the full-execution of this Assurance. Payment shall be made by certified check or money order and made payable to an account directed by the State of Indiana.
- b. The balance of Three Thousand Dollars (\$3,000.00) shall be due in payable within 180 days following execution of this Assurance. Payment shall be made by certified check or money order and made payable to an account directed by the State of Indiana.

17. If full payment is not remitted in accordance with this agreement, the total agreed amount of \$20,000.00 may be reduced to a judgment by and against Respondent following a petition by the State of Indiana.

18. Payment shall be promptly distributed by the State of Indiana to affected consumers once a Court accepts and enters this Assurance.

19. Respondent Fall shall be entitled to offset the total consumer payments payable to the Office of the Indiana Attorney General pursuant to Paragraph 25(A)(i)-(iii) under the following conditions:

- A. If Respondent Fall enters into a written agreement for the resolution of claims with a listed consumer entitled to restitution herein, and the Respondent makes payment to that consumer pursuant to that written agreement prior to the expiration of (15) business days (the "settlement credit period") following full execution of this agreement in all its counterparts, shall entitle Respondent to a dollar-for-dollar

credit to offset their payment owed towards total restitution and an offset as to that individual consumer as follows:

- i. Credit shall only be given for settlement proceeds paid to Patricia Strickland and/or Larry Fitzgerald. Under no circumstances shall attorney's fees, penalties, or other costs or payments be entitled to credit under this Assurance.
- ii. In order to obtain a credit to offset the payment owed to the Office of the Indiana Attorney General, Respondent or his counsel must forward a written Request for Settlement credit via electronic mail within the 10 (ten) day settlement credit period that includes at least the following: a.) a copy of any fully executed settlement agreement with Respondent and the listed consumer; b.) proof of payment pursuant to that settlement.
- iii. In addition to the foregoing, under no circumstances shall Respondent be entitled to credit to offset payment due to the Office of the Indiana Attorney General if any settlement agreement with a listed consumer contains a non-cooperation or nondisclosure clause that could be reasonably interpreted to prevent their disclosure of facts, evidence, or testimony in connection with an official investigation or legal proceeding.

F. ADDITIONAL PROVISIONS

20. Provided Respondent executes and fully complies with the terms of this Assurance, the State of Indiana – Office of the Indiana Attorney General, by its Licensing Enforcement and Homeowner Protection Unit, herein (“Unit”), shall close and forgo investigation and prosecution of any and all remaining consumer complaints, and/or claims currently known or that may have been available to the Unit as of the date of execution of this Assurance as to each Respondent and their principal(s) and/or manager(s).

21. Respondents shall not represent that the Office of the Attorney General approves or endorses Respondent(s) past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

22. The Parties agree that the Court in which this Assurance is filed shall have jurisdiction over this matter for a period of two (2) years from the date this Assurance is filed (the "Compliance Period") in order to ensure compliance and to interpret this Assurance in the event of a dispute.

23. Respondent shall cooperate with the Office of the Attorney General in attempting to resolve any future written complaints against Respondent and his former employers, agents, employees, successors, or assigns.

24. Following execution, the State of Indiana will file this Assurance with the Marion County Superior Court and petition the Court to approve this Assurance, as required by Ind. Code § 24-5-0.5-7(a).

25. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 3rd day of March, 2023.

STATE OF INDIANA

**THE OFFICE OF THE INDIANA
ATTORNEY GENERAL**

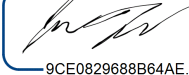
By: 

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RESPONDENT

JOE D. FALL, III


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Signature

3/3/2023

Dated