

STATE OF INDIANA  
IN THE MARION COUNTY SUPERIOR/CIRCUIT COURT

MISCELLANEOUS DOCKET NUMBER \_\_\_\_\_

IN RE: TRI-TWG Lakewoods  
Holdings, LLC,

Respondents.

**ASSURANCE OF VOLUNTARY  
COMPLIANCE**

The State of Indiana, by Deputy Attorney General Chase M. Haller, and the Respondent, TRI-TWG Lakewoods Holdings, LLC ("Lakewoods"), 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 Respondents named in the caption as a result of a consumer complaint filed by Consumer A relating to Lakewoods's response to the Consumer A's requests to be released from her lease in response to ongoing incidents of domestic violence perpetrated by a co-tenant of Consumer A. Consumer A's identity is withheld in this Assurance in order to protect her privacy due to the sensitive nature of her complaint. Consumer A's identity is known to Respondent.

2. This Assurance does not constitute an admission by Lakewoods to any violation of Indiana's Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, Indiana Home Loan Practices Act, Ind. Code § 24-9, *et. seq.*, the violation of professional standards relating to a licensed profession, or a violation of any other

Indiana law, nor shall it be construed as an abandonment by the Attorney General of his position that Lakewoods or its agents violated the above referenced statutes.

3. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

4. Matters addressed in this Assurance may be reopened in the future for further proceedings in the public interest, at the Attorney General's discretion pursuant to Ind. Code § 24-5-0.5-7(b).

#### **I. PARTIES**

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

6. The Respondent, TRI-TWG Lakewoods Holdings, LLC ("Lakewoods") is a foreign limited liability company formed in the State of Indiana that regularly engages in real estate transactions with Indiana consumers, with a principal office address of 171 N. Aberdeen Street, Suite 400, Chicago, IL 60607.

#### **II. AGREEMENT**

7. The terms of this Assurance apply to and are binding upon Lakewoods, its employees, agents, representatives, successors, and assigns.

##### **A. AFFIRMATIVE CHANGES TO POLICIES AND PROCEDURES AND TRAINING REQUIREMENTS**

8. Lakewoods agrees, within 30 (thirty) days of execution of this agreement, to finalize and distribute to all consumer-facing staff, new policies and procedures relating to the handling of tenant inquiries concerning allegations of domestic violence against co-tenants or other perpetrator's as defined in Ind. Code §

domestic violence against co-tenants or other perpetrator's as defined in Ind. Code § 32-31-9 et. seq.

- a. A final copy of the detailed policies and procedures shall be submitted to the undersigned Deputy Attorney General for the State of Indiana at least ten (10) days prior to implementation and dissemination to leasing staff by Lakewoods.

9. Lakewoods agrees, within 120 (one hundred twenty) days of entry of this Assurance, to present to leasing staff:

- a. at least two hours of continuing education training on the topic of domestic violence, including content primarily relating to the protections afforded to victims of certain crimes in Indiana as laid out in Ind. Code § 32-31-9, et. seq.
- b. This training shall be conducted in-person or by virtual attendance by the Indiana Coalition for Domestic Violence or an Indiana-licensed attorney.
- c. A final version of any written materials relating to the training shall be submitted to the undersigned counsel for the State of Indiana within 10 (ten) days of the scheduled training for review to ensure that the content covers the appropriate intended material.
- d. Following the training, a certificate of completion shall be completed by the vendor completing the training with a list of all attendees and a

signed certification that the attendees listed attended the full length of the training.

- e. Any written materials prepared for the training shall be provided to the attendees for their reference.

## **B. RESOLUTION OF CONSUMER COMPLAINTS**

10. Pursuant to Ind. Code § 24-5-0.5-4(c)(2) and Ind. Code § 24-9-5-4, Lakewoods shall compensate Consumer A and the Office of the Attorney General through direct payment to the Office of the General in the total sum of \$14,500.00 (Fourteen Thousand Five Hundred Dollars) ("Gross Settlement Amount") in two separate payments as follows:

**13.1. Consumer Restitution.** Lakewoods will issue a payment for consumer restitution to Consumer A by issuing payment of \$12,000.00 (Twelve Thousand Dollars) to:

The Office of the Indiana Attorney General  
302 West Washington Street  
IGCS-5<sup>th</sup> Floor  
Indianapolis, IN 46204

This amount will be promptly paid to Consumer A as a resolution of the State of Indiana's claims in connection with her complaint.

**13.2. Reimbursement of Costs.** Pursuant to Ind. Code § 24-5-0.5-4(c)(4), Defendants shall pay \$2,500.00 (Two Thousand Five Hundred Dollars) as a reimbursement of costs of investigation to the Homeowner Protection Unit, which amount shall be made payable to:

The Office of the Indiana Attorney General  
302 West Washington Street  
IGCS-5<sup>th</sup> Floor  
Indianapolis, IN 46204

13.3. Both payments shall be made by Lakewoods and post-dated within ten (10) days of entry of this Assurance by the Court.

14. Provided that Lakewoods fully complies with the terms of this Assurance, the Attorney General shall close all pending investigations known to Attorney General against Lakewoods as of the date that this Assurance is fully executed by both parties and shall release any and all civil claims for which it may be otherwise entitled to bring against Lakewoods. This release shall not be construed to limit the ability of the Attorney General to investigate or prosecute claims that accrue after the date of this Assurance.

#### **C. ADDITIONAL PROVISIONS**

22. Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act.

23. Lakewoods shall not represent that the Office of the Attorney General approves or endorses Lakewoods past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

24. The Office of the Attorney General shall 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 to any person by and against Lakewoods and likewise the

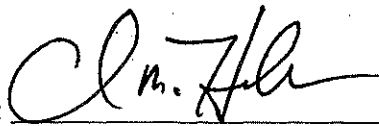
Assurance shall not in any way bar Lakewoods from seeking its own private rights and remedies for which it may be entitled under the law.

DATED this 4th day of October, 2023.

**STATE OF INDIANA**

THE OFFICE OF THE INDIANA  
ATTORNEY GENERAL,

By:



Chase M. Haller  
Deputy Attorney General  
Section Chief, HPU  
Attorney Number 29944-49

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**RESPONDENT**

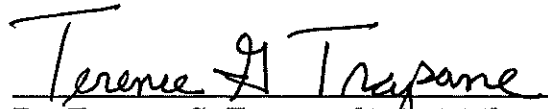
TRI-TWG LAKEWOODS HOLDINGS,  
LLC,

By: Joe Palomino

Name: Joe Palomino

Title: COO

AS TO FORM:



By: Terence G. Trapane [16945-64]

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