

STATE OF INDIANA

IN THE LAKE COUNTY CIRCUIT/SUPERIOR COURT

CAUSE NO. _____

STATE OF INDIANA,

Plaintiff,

v.

NEW BRITAIN FINANCIAL, LLC
and NELSON MACWAN,
individually,

Defendants.

**COMPLAINT
FOR INJUNCTION,
RESTITUTION, APPOINTMENT
OF RECEIVER, CIVIL
PENALTIES, AND COSTS**

I. INTRODUCTION

1. The State of Indiana, by Attorney General Curtis T. Hill, Jr. and Deputy Attorneys General Michelle Alyea and Jacob Murray, commences this civil action under the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, for injunctive relief, consumer restitution, appointment of a receiver, civil penalties, costs, and other relief.
2. Defendant Nelson Macwan owned and operated a debt collection agency—defendant New Britain Financial, LLC (“NBF”)—in Indiana starting in 2015. The Indiana Secretary of State granted NBF a debt collection agency license in 2015 and renewed its license, with some gaps, through 2018. However, the Secretary of State denied NBF’s license renewal for 2019, citing Macwan’s lack of “good moral character” under Ind. Code § 25-11-1-4(1) after learning

that Macwan had been enjoined from operating as a debt collector in Illinois in 2015 because of abusive debt collection practices and that he had served time in prison for violating that injunction in 2017. Despite losing its license, NBF continued to operate in Indiana. In fact, NBF has continued to operate in Indiana after being specifically enjoined from doing so by an order in *New Britain Financial Services, LLC v. Indiana Secretary of State*, cause no. 45D10-1905-MI-000453, which affirmed the Secretary of State’s denial of its license. Operating a debt collection agency without a license constitutes a violation of the Indiana Deceptive Consumer Sales Act (“DCSA”), Ind. Code § 24-5-0.5-10(a). Moreover, the manner in which NBF has conducted its debt collection—including threatening consumers with lawsuits, with arrest, and with garnishments and liens without having judgments against them—is unfair and deceptive under the DCSA, Ind. Code §§ 24-5-0.5-3(a) & (b)(20).

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 New Britain Financial, LLC is an Indiana LLC engaged in the business of collecting debts with a principal place of business listed at 513 Ridge Road, Suite A, Munster, Indiana, 46321.
5. New Britain Financial, LLC has also occupied an address of 419 Ridge Road Suite A, Munster, Indiana 46321.

6. The defendant Nelson Macwan, is a resident of Illinois with a last known address of 3725 Countryside Ln, Glenview, Illinois 60025.
7. At all times relevant to this Complaint, Nelson Macwan controlled and directed the affairs of New Britain Financial, LLC and was active in its management and operation, including personally making representations identified in this Complaint.
8. All references to NBF's actions shall be read to include Macwan as part of those actions unless otherwise individually referenced.

III. FACTS

Nelson Macwan's History of Deceptive Debt Collection Practices

9. Nelson Macwan owned and operated a debt collection agency in Illinois under the name P.N. Financial, Inc., from at least 2006 until 2015.
10. In 2012, the Illinois Attorney General filed suit against P.N. Financial, Inc. and Macwan in the Circuit Court of Cook County, asserting violations of the Illinois Consumer Fraud Act, the Illinois Collection Agency Act, and the Fair Credit Reporting Act.
11. Among the allegations, the Illinois Attorney General asserted that P.N. Financial, Inc. and Macwan threatened to file lawsuits against consumers with no intention or authority to do so, threatened to garnish consumers' wages without authority to do so, threatened to have consumers arrested, failed to use the true name of the company in attempting to collect debts, and used abusive language with consumers.

12. A judgment and consent order was entered in that lawsuit on May 4, 2015.
13. In that order, Macwan was enjoined generally from “owning, operating, controlling, supervising, managing, or running the operations of any collection agency in or from the State of Illinois” and from “being an officer, director, shareholder, member, trustee, proprietor, principal, or partner of any collection agency in or from the State of Illinois.”
14. Macwan was further enjoined from engaging in certain specific acts and practices related to the collection of debt in the State of Illinois.
15. Rather than cease his operations, however, Macwan created a new debt collection agency, defendant New Britain Financial, LLC (“NBF”).
16. NBF filed its Articles of Organization with the Indiana Secretary of State on February 25, 2015.
17. NBF obtained a post office box just over the border from Illinois in Munster, Indiana.
18. NBF received a debt collection agency license from the Indiana Secretary of State on or about April 24, 2015.
19. Debt collection agency licenses in Indiana expire at the end of each calendar year and must be renewed annually.
20. NBF renewed its debt collection agency license in January of 2016 and January of 2017.

21. After setting up its business in Indiana, NBF began mailing debt collection letters on letterhead listing an address of P.O. Box 3100, Munster, Indiana 46321.
22. However, during this period, Macwan continued to run his debt collection business, at least in part, from Illinois.
23. On February 6, 2017, the Attorney General of Illinois petitioned the Cook County court that issued the injunction against Macwan for an adjudication of indirect criminal contempt for violating that injunction.
24. On June 19, 2017, Macwan pled guilty to indirect criminal contempt and was sentenced to five months in Cook County Jail and three years of probation after his release.
25. After his release, Macwan continued his debt collection activity, working out of an office in Munster, Indiana.
26. NBF did not renew its Indiana collection agency for 2018 until August 30, 2018.
27. As the 2018 collection agency license was set to expire at the end of the year, NBF filed an application to renew its debt collection agency license for 2019.
28. However, after being alerted to Macwan's history in Illinois, the Indiana Secretary of State declined to renew NBF's debt collection agency license in Indiana for 2019.

29. The Secretary of State denied the license because it found that Macwan lacked the “good moral character” required for a license under Ind. Code § 25-11-1-4(1).
30. The Secretary of State’s denial decision was made on February 20, 2019.
31. An Administrative Law Judge affirmed the denial on April 26, 2019.
32. On May 16, 2019, NBF sought judicial review of the Administrative Law Judge’s decision before Lake County Superior Court in *New Britain Financial Services LLC v. Indiana Secretary of State*, 45D10-1905-MI-000453.
33. On September 5, 2019, the court affirmed the ALJ’s decision.
34. In the final order in that matter, NBF was enjoined “from operating as a collection agency in any capacity.”
35. In addition to Macwan’s history of debt collection in Illinois, the court noted in its final order that “Macwan repeatedly lied under oath in the administrative proceedings in this case regarding his prior criminal convictions. . . . [I]t is undeniable that Mr. Macwan’s perjury throughout these proceedings show a lack of honesty and trustworthiness, traits relevant to the question of whether an individual is of good moral character, as required by Ind. Code § 25-11-1-4.”
36. On or about October 21, 2019, NBF filed Articles of Dissolution with the Indiana Secretary of State.
37. Macwan and NBF engaged in debt collection activity without a license while the review of the denial was pending.

38. Moreover, Macwan and NBF continue to engage in debt collection activity without a license and after being enjoined by this Court from doing so.

Consumer Illustrations of Continuing Deceptive Debt Collection Practices

39. The following examples of specific consumer experiences are for illustration purposes and should not be construed as the only instances in which consumers have been harmed or could potentially be harmed by NFBS and Macwan. NBF's unlawful conduct is ongoing and continuous. The State reserves the right to prove that consumers other than those whose experiences are illustrated below have been injured as a result of the defendants' unlawful acts or practices.

Mary Baker

40. On or about September 14, 2018, NBF sent Mary Baker, a resident of Holly, Michigan, a debt collection letter. The letter is attached as Exhibit A.
41. The letterhead on the letter listed the company name of New Britain Financial Services.
42. The letterhead listed an address of P.O. Box 3100, Munster, Indiana 46321.
43. The letter purported to be a "Final Notice" and stated: "Because you have refused to address this debt despite being given every opportunity to do so, be advised that as of September 28, 2018 if you have not accepted our terms and conditions, we will have exhausted all voluntary methods of resolution."
44. The letter was the first written communication Ms. Baker received from NBF about the alleged debt.

45. The letter did not contain statements required by 15 U.S.C. § 1692g that unless Ms. Baker disputed the validity of the debt within thirty days after receipt of the notice, NBF would assume the debt to be valid and that if Ms. Baker notified NBF in writing within thirty days that the debt is disputed, NBF would obtain and mail verification of the debt to Ms. Baker.
46. Around the same time Ms. Baker received the letter, her husband, John Baker, received a phone call from NBF about the debt.
47. On the phone call, the NBF representative threatened to sue the Bakers.
48. The NBF representative also threatened to garnish the Bakers' wages and to have a lien placed on the Bakers' home although NBF has no judgment against them.
49. The NBF representative was generally harassing and rude.
50. Mr. and Ms. Baker received a discharge of all their debts in bankruptcy on November 1, 2016.
51. The debt listed in the letter from NBF was among those discharged in bankruptcy.
52. The Bakers' bankruptcy attorney contacted NBF and instructed them to cease attempting to collect the debt.

Vera Giger

53. On or about November 28, 2018, NBF mailed Vera Giger, a resident of Yachats, Oregon, a debt collection letter. The letter is attached as Exhibit B.

54. The letterhead on the letter listed the company name of New Britain Financial Services.
55. The letterhead listed an address of P.O. Box 3100, Munster, Indiana 46321.
56. The letter purported to be a “Final Notice” and stated: “Because you have refused to address this debt despite being given every opportunity to do so, be advised that as of December 3, 2018 if you have not accepted our terms and conditions, we will have exhausted all voluntary methods of resolution.”
57. The letter stated NBF was attempting to collect a debt of \$14,912.88 originally owed by Ms. Giger to Bankcorp South.
58. Ms. Giger called and left a message for NBF on or about December 3, 2018.
59. In her message, Ms. Giger stated that she was not familiar with the alleged Bancorp South debt and requested information about the account.
60. Ms. Giger mailed NBF a letter seeking verification of the debt on or about December 4, 2018.
61. Ms. Giger received a phone call on or about December 4, 2018, from someone at NBF calling himself “Jeremy.”
62. “Jeremy” stated that NBF did not have to provide verification of the debt.
63. When Ms. Giger persisted in requesting information about the debt, “Jeremy” became angry and yelled at Ms. Giger.
64. Ms. Giger continued to receive telephone calls from individuals at NBF.
65. The caller identification on her telephone often displayed false names and numbers, including once saying the call was from “U.S. Courts.”

66. NBF sent a second collection letter to Ms. Giger on or about January 1, 2019. The second letter is attached as Exhibit C.
67. The second letter listed the same account number as the first letter and also said the original creditor was Bancorp South.
68. However, the second letter listed the current balance at \$21,602.27 instead of \$14,912.88 as it had been in the first letter.
69. After the second letter, NBF left a message instructing Ms. Giger that she needed to go to a neighboring city to sign court papers.
70. In various other phone calls and messages, NBF threatened to sue Ms. Giger, threatened to have her arrested, and threatened to contact her employer to have her wages garnished although it had no judgment against her.
71. NBF never provided verification of the alleged debt to Ms. Giger.

Eric Pedersen

72. On or about April 12, 2019, NBF sent Eric Pedersen, a resident of Melbourne, Florida, a debt collection letter. That letter is attached as Exhibit D.
73. NBF did not have a collection agency license from the State of Indiana on April 12, 2019.
74. The letterhead listed an address of P.O. Box 3100, Munster, Indiana 46321.
75. The body of the letter is nearly identical to letters NBF sent prior to 2019.
76. However, the name of the debt collection company in the letterhead and listed in the section of payment is “NB Financial.”
77. The letter was the first communication Mr. Pedersen received from NBF.

78. The letter did not contain statements required by 15 U.S.C. § 1692g that unless Mr. Pedersen disputed the validity of the debt within thirty days after receipt of the notice, NBF would assume the debt to be valid and that if Mr. Pedersen notified NBF in writing within thirty days that the debt is disputed, NBF would obtain and mail verification of the debt to Mr. Pedersen.
79. The letter stated that Mr. Pedersen owed NB Financial a debt originally belonging to Bank of America.
80. Mr. Pedersen confirmed with Bank of America that he had never owed the alleged debt.

Nina Donofrio

81. On or about April 12, 2019, NBF sent Nina Donofrio, a resident of Winsor, California, a debt collection letter. That letter is attached as Exhibit E.
82. NBF did not have a collection agency license from the State of Indiana on April 12, 2019.
83. The letterhead on Ms. Donofrio's letter listed a company name of "NB Financial" and an address of P.O. Box 3100 Munster, Indiana 46321.
84. It was at least the second letter Ms. Donofrio received from NBF about the same debt.
85. Ms. Donofrio had already paid the settlement amount offered in the previous letter attempting to collect the debt.
86. Ms. Donofrio contacted NBF to tell them she had already paid the debt.

87. On April 15, 2019, NBF sent Ms. Donofrio acknowledging that the debt had been paid in full as of January 28, 2019.

Doris Tinson

88. On or about April 22, 2019, NBF sent Doris Tinson, a resident of Ithaca, Michigan, a debt collection letter.

89. On that date, Ms. Tinson was over the age of sixty (60).

90. NBF did not have a collection agency license from the State of Indiana on April 22, 2019.

91. Ms. Tinson paid the alleged debt from the April 22, 2019 letter.

92. Ms. Tinson then received an additional of four letters from NBF. The letters are attached as Exhibits F through I.

93. The letters were the first communications Ms. Tinson received from NBF about each alleged debt.

94. The most recent letter received from NBF was dated February 7, 2020.

95. NBF did not have a collection agency license from the State of Indiana on February 7, 2020 and had explicitly been enjoined by an order of the Lake County Circuit Court from engaging in debt collection by that date.

96. The letters received from NBF alleged five separate debts, each purporting to have been originally owed to a different credit card company.

97. Ms. Tinson had not possessed a credit card in many years.

98. However, because she believed the debt could have been from credit cards possessed by her deceased husband, she made payments to NBF.

99. Ms. Tinson made paid a total of \$18,698.85 to NBF.
100. Either the alleged debts did not exist, or—if they were Ms. Tinson’s husband’s debts—the letters were deceptively addressed to Ms. Tinson without disclosing they were debts of her husband.
101. The letters did not contain statements required by 15 U.S.C. § 1692g that unless Ms. Tinson disputed the validity of the debt within thirty days after receipt of the notice, NBF would assume the debt to be valid and that if Ms. Tinson notified NBF in writing within thirty days that the debt is disputed, NBF would obtain and mail verification of the debt to Ms. Tinson.

IV. APPLICABLE STATUTES

102. The Deceptive Consumer Sales Act (“DCSA”) prohibits a supplier from committing unfair, abusive, or deceptive acts, omissions, or practices in connection with a consumer transaction. Ind. Code § 24-5-0.5-3(a).
103. The DCSA defines “supplier” to include debt collectors. Ind. Code § 24-5-0.5-2(a)(3)(B).
104. The DCSA defines “consumer transaction” to include “the collection or attempt to collect a debt by a debt collector.” Ind. Code 24-5-0.5-2(a)(1).
105. The DCSA adopts the definitions of “debt” and “debt collector” from the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692, *et seq.*, by reference. Ind. Code §§ 24-5-0.5-2(a)(12) & (13).
106. The FDCPA defines “debt” as “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money,

property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.” 15 U.S.C. § 1692a(5).

107. The FDCPA defines “debt collector” as “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6).
108. The DCSA states that it is a deceptive act to violate the Fair Debt Collection Practices Act. Ind. Code § 24-5-0.5-(b)(20).
109. The DCSA also states that a supplier commits a deceptive act when it “engages in a consumer transaction without a permit or other license required by law.” Ind. Code § 24-5-0.5-10(a).
110. Indiana law states that it is “unlawful for any person to conduct, within this state, a collection agency without first having applied for and obtained a license” from the Secretary of State. Ind. Code § 25-11-1-7(a).
111. The term “collection agency” means “all persons engaging directly or indirectly and as a primary or secondary object, business, or pursuit, in soliciting claims for collection, or in the collection of claims owed or due or asserted to be owed or due to another....” Ind. Code § 25-11-1-1.

IV. CAUSES OF ACTION

COUNT I:

Deceptive Acts under Ind. Code § 24-5-0.5-3(b)(20)

112. The State realleges Paragraphs 1 through 111 of this Complaint.
113. All the alleged debts NBF attempted to collect through its letters to consumers were primarily for personal, family, or household purposes.
114. NBF is a “debt collector” as defined by the FDCPA, 15 U.S.C. § 1692a(6) and the DCSA, Ind. Code § 24-5-0.5-2(a)(13).
115. Therefore, NBF is a “supplier” under the DCSA, Ind. Code § 24-5-0.5-2(3)(B).
116. NBF’s collection of debts and attempts to collect debts constitute “consumer transactions” under the DCSA, Ind. Code § 24-5-0.5-2(1)(C).
117. Any violation of the FDCPA constitutes a violation of the DCSA. Ind. Code § 24-5-0.5-3(b)(20).
118. NBF routinely violates the FDCPA.
119. For example, it is a violation of the FDCPA to use “any business, company, or organization name other than the true name of the debt collector’s business, company, or organization.” 15 U.S.C. § 1692e(14).
120. NBF violates this provision by using the name “New Britain Financial Services” and “NB Financial” on letters to consumers when its true name is New Britain Financial, LLC.
121. It is also violation of the FDCPA to misrepresent the “character, amount, or legal status of any debt.” 15 U.S.C. §1692e(2).
122. NBF violates this provision by misrepresenting that debts that have already been paid are still owed.

123. NBF also violates this provision by misrepresenting that debts that have been discharged in bankruptcy are still owed.
124. NBF also violates this provision by misrepresenting that non-existent debts are owed.
125. It is also a violation of the FDCPA to threaten “to take any action that cannot legally be taken or that is not intended to be taken.” 15 U.S.C. § 1692(e)(5).
126. NBF violates this provision when it threatens to sue consumers when it has no intention of doing so and has, in fact, never sued a consumer.
127. It is also violation of the FDCPA to represent or imply “that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property or wages of any person unless such action is lawful and the debt collector or creditor intends to take such action.” 15 U.S.C. § 1692e(4)
128. NBF violates this provision when it threatens to have consumers arrested for non-payment when it is not lawful for NBF to have them arrested.
129. NBF violates this provision when it threatens to garnish consumers’ wages although it has no judgments against them when it is not lawful for NBF to do so.
130. NBF violates this provision when it threatens to file liens against consumers’ homes although it has no judgments against them when it is not lawful for NBF to do so.

131. It is also a violation of the FDCPA to “engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.” 15 U.S.C. § 1692d.
132. NBF violates this provision when it uses threatening and harassing language in telephone calls with consumers.
133. It is also violation of the FDCPA to fail to include within five days of an initial communication with a consumer a written notice containing “a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector” and “a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector.” 15 U.S.C. § 1692g.
134. NBF routinely violates this provision by failing to include such the required statements in its initial communications with consumers.

COUNT II:
Unfair Acts under Ind. Code § 24-5-0.5-3(a)

135. The State realleges Paragraphs 1 through 134 of this Complaint.
136. New Britain Financial, LLC and Nelson Macwan through the conduct described above, committed unfair, abusive, and deceptive acts, omissions,

and practices in connection with consumer transactions, in violation of Ind. Code § 24-5-0.5-3(a).

COUNT III:
Deceptive Acts under Ind. Code § 24-5-0.5-10(a)

137. NBF is a “collection agency” as defined by Ind. Code § 25-11-1-1.
138. NBF has not had a collection agency license to operate within the State of Indiana since the Secretary of State denied its renewal application on February 20, 2019.
139. Nelson Macwan does not have a license to operate any other collection agency.
140. By continuing to operate as a collection agency from Indiana without a collection agency license, NBF and Nelson Macwan violate the DCSA’s prohibition on “engag[ing] in a consumer transaction without a permit or other license required by law.” Ind. Code § 24-5-0.5-10(a).

COUNT IV:
Knowing Violations of the Deceptive Consumer Sales Act

141. The State re-alleges and incorporates by reference Paragraphs 1 through 140 of this Complaint.
142. New Britain Financial, LLC and Nelson Macwan committed the acts alleged in this Complaint with knowledge of their deceptive nature.

COUNT V:
Incurable Deceptive Acts

143. The State re-alleges and incorporates by reference Paragraphs 1 through 142 of this Complaint.

144. The deceptive acts alleged in this Complaint are incurable deceptive acts that New Britain Financial, LLC and Nelson Macwan committed as part of a scheme, artifice, or device with intent to defraud or mislead.

COUNT VI:
Senior Consumer Protection Act Violations

145. The State re-alleges and incorporates by reference Paragraphs 1 through 144 of this Complaint.

146. Consumer Doris Tinson is a “senior consumer,” under Ind. Code § 24-4.6-6-3(5).

147. New Britain Financial, LLC and Nelson Macwan knowingly and through deception obtained control over the property of a senior consumer in violation of Ind. Code § 24-4.6-6-4(a) by misrepresenting to the consumer that she owed a debt in order to induce the consumer to agree to make payments to NBF.

V. RELIEF

148. The State requests the Court enter judgment against New Britain Financial, LLC and Nelson Macwan for the relief described in Paragraphs 149 through 157 of this Complaint.

149. The State seeks a permanent injunction under Ind. Code § 24-5-0.5-4(c)(1) and Ind. Code § 24-4.6-6-5(f)(1), enjoining New Britain Financial, LLC, including by any other name or through any other business entity, from engaging in debt collection in or from Indiana.

150. The State seeks a permanent injunction under Ind. Code § 24-5-0.5-4(c)(1) and Ind. Code § 24-4.6-6-5(f)(1) against Nelson Macwan, individually, from engaging in debt collection in or from Indiana.
151. The State seeks appointment of a receiver over New Britain Financial, LLC under Ind. Code § 24-5-0.5-4(c)(5) and Ind. Code § 24-4.6-6-5(f)(5).
152. The State seeks consumer restitution for the benefit of any affected consumers identified in this Complaint or during litigation in an amount to be determined at trial, under Ind. Code § 24-5-0.5-4(c)(2) and Ind. Code § 24-4.6-6-5(f)(2).
153. The State seeks consumer restitution under Ind. Code § 24-5-0.5-4(c)(3) and Ind. Code § 24-4.6-6-5(f)(3) of three times the value of any assets lost for knowingly violations against senior consumers, those amounts to be determined at trial.
154. The State seeks costs, under Ind. Code § 24-5-0.5-4(c)(4) and Ind. Code § 24-4.6-6-5(f)(4), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action.
155. The State seeks civil penalties on Count IV of this Complaint, under Ind. Code § 24-5-0.5-4(g), for New Britain Financial, LLC and Nelson Macwan's knowing violations of Ind. Code §§ 24-5-0.5-3(a), -3(b)(20) and -10(a), payable to the State of Indiana.

156. The State seeks civil penalties on Count V of this Complaint, under Ind. Code § 24-5-0.5-8, for New Britain Financial, LLC and Nelson Macwan's incurable deceptive acts, payable to the State of Indiana.
157. The State seeks all other just and proper relief.

Respectfully submitted,

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