

\*\*\*FILED UNDER SEAL\*\*\*

STATE OF INDIANA )  
 ) SS: IN THE MARION CIRCUIT COURT  
COUNTY OF MARION )

STATE OF INDIANA *ex rel.* JAMES HOLDEN, )  
 )  
Plaintiff, ) CAUSE NO: \_\_\_\_\_ - \_\_\_\_\_ -PL\_\_\_\_  
 )  
v. )  
 )  
ICE MILLER, LLC, )  
OLD NATIONAL BANCORP, )  
BMO HARRIS BANK N.A., )  
FIFTH THIRD BANK, INDIANA, )  
JPMORGAN CHASE BANK N.A., )  
PNC BANK N.A., )  
BANK OF NEW YORK MELLON CORP., )  
WELLS FARGO BANK N.A., )  
HUNTINGTON NATIONAL BANK, )  
PUBLIC TRUST ADVISORS LLC, )  
KELLY MITCHELL, in her individual capacity, )  
JILLEAN BATTLE, in her individual capacity, )  
CAITLIN LARSON, in her individual capacity, )  
RYAN LOCKE, in his individual capacity, )  
MICHAEL FRICK, in his individual capacity, )  
KIMBERLY LOGAN, in her individual capacity, )  
CYNTHIA BARGER, in her individual capacity, )  
 )  
Defendants. )

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, James Holden, (hereinafter "Holden"), by counsel, on behalf of the State of Indiana, for its cause of action against Defendants, Ice Miller, LLC (hereinafter "Defendant Ice Miller"); Old National Bancorp (hereinafter "Defendant Old National"); BMO Harris Bank N.A. (hereinafter "Defendant BMO Harris"); Fifth Third Bank,

Indiana (hereinafter “Defendant Fifth Third”); JP Morgan Chase Bank N.A. (hereinafter “Defendant JP Morgan”); PNC Bank N.A. (hereinafter “Defendant PNC”); Bank of New York Mellon Corporation (hereinafter “Defendant BNY Mellon”); Wells Fargo Bank N.A. (hereinafter “Defendant Wells Fargo”); Huntington National Bank (hereinafter “Defendant Huntington”); Public Trust Advisors LLC (hereinafter “PTA”); Kelly Mitchell, in her individual capacity (hereinafter “Defendant Mitchell”); Jillean Battle, in her individual capacity (hereinafter “Defendant Battle”); Caitlin Larson, in her individual capacity (hereinafter “Defendant Larson”); Ryan Locke, in his individual capacity (hereinafter “Defendant Locke”); Michael Frick, in his individual capacity (hereinafter “Defendant Frick”); Kimberly Logan, in her individual capacity (hereinafter “Defendant Logan”); and Cynthia Barger, in her individual capacity (hereinafter “Defendant Barger”) alleges and states as follows:

### **I. NATURE OF COMPLAINT**

1. This *qui tam* action is brought against the Defendants for violations of the Indiana False Claims Act, Ind. Code §§ 5-11-5.5 *et. seq.* (hereinafter “IFCA”).

### **II. PARTIES**

2. Holden is a resident of Boone County in the State of Indiana.

3. The Indiana Treasurer of State’s Office (hereinafter “TOS”) is an “agency” of Indiana state government pursuant to Ind. Code § 4-13-2-1 and constitutes the “state” for purposes of Ind. Code § 5-11-5.5-1.

4. Defendant Ice Miller is an Indiana limited liability partnership domiciled in Marion County, in the State of Indiana.

5. Defendant Old National is an Indiana corporation domiciled in Vanderburgh County, in the State of Indiana.
6. Defendant BMO Harris is a National Bank chartered under the National Bank Act and domiciled in the State of Illinois. Defendant BMO Harris does business in the State of Indiana.
7. Defendant Fifth Third is an Indiana corporation domiciled in Marion County, Indiana.
8. Defendant JP Morgan is a National Bank chartered under the National Bank Act domiciled in the State of Ohio. Defendant JP Morgan does business in the State of Indiana.
9. Defendant PNC is a National Bank chartered under the National Bank Act and domiciled in the State of Pennsylvania. Defendant PNC does business in the State of Indiana.
10. Defendant BNY Mellon is a New York corporation, which does business in the State of Indiana
11. Defendant Wells Fargo is a National Bank chartered under the National Bank Act and domiciled in the state of South Dakota. Defendant Wells Fargo does business in the State of Indiana.
12. Defendant Huntington is a National Bank chartered under the National Bank Act. Defendant Huntington does business in the State of Indiana.
13. Defendant PTA is a Colorado corporation doing business in Indiana.
14. Defendant Mitchell is a resident of Marion County in the State of Indiana.

15. Defendant Battle is a resident of Johnson County in the State of Indiana.
16. Defendant Larson is a resident of Marion County in the State of Indiana.
17. Defendant Locke is a resident of Hamilton County in the State of Indiana.
18. Defendant Frick is a resident of Marion County in the State of Indiana.
19. Defendant Logan is a resident of Hamilton County in the State of Indiana.
20. Defendant Barger is a resident of Hendricks County in the State of Indiana.

### **III. JURISDICTION AND VENUE**

21. All Defendants are “persons” within the meaning of Ind. Code § 5-11-5.5-1.
22. The Court has jurisdiction over the subject matter of this complaint pursuant to the IFCA, Ind. Code § 5-11-5.5 *et. seq.*
23. Venue is proper in this Court pursuant to Ind. Code § 5-11-5.5-2(h).

### **IV. FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

24. Holden served as Chief Deputy Treasurer and General Counsel in the Office of the Indiana State Treasurer from January 2007 to June 2011 and again from November 2012 to November 2014. During this time, Holden served under three different State Treasurers.

25. On November 17, 2014, Interim Treasurer Daniel Huge submitted his resignation to the Governor. On November 18, 2014, the Governor appointed Defendant Mitchell, who had been elected to the position on November 4, 2014 and was

scheduled to take office on January 1, 2015. Mitchell replaced Huge effective November 18, 2014.

26. On November 18, 2014, Defendant Mitchell assumed office as Indiana Treasurer of State and illegally terminated Holden's employment. In the course of this termination, Defendant Mitchell made several defamatory allegations against Holden that were later shown to be false. Defendant Mitchell also illegally coded Holden as "not eligible for re-hire" in the files of the State Personnel Department without notifying Holden.

27. On March 4, 2015, Holden filed suit against the Office of the State Treasurer and Defendant Mitchell for damages suffered as a result of this illegal termination.

28. In the normal course of discovery for that lawsuit, Holden obtained from the TOS a copy of an engagement letter dated December 19, 2014, between the TOS and Defendant Ice Miller (hereinafter, "Ice Miller Agreement"). This document was signed by John Hammond, a partner of Defendant Ice Miller, and Defendant Kelly Mitchell, as Treasurer of State. The Ice Miller Agreement called for Defendant Ice Miller to be paid \$3,000.00 per month for lobbying services by the TOS.

29. During a February 26, 2016, video deposition of Defendant Mitchell, Holden's attorney showed Defendant Mitchell a copy of the Ice Miller Agreement. Defendant Mitchell admitted under oath that she had not obtained approval of the lobbying agreement from the State Budget Agency, the Indiana Department of Administration and the Indiana Attorney General's Office, as required by Ind. Code § 4-

13-2-14.1(a). Defendant Battle was present for this deposition. Holden was also present. Holden was surprised that Defendant Mitchell and Defendant Battle would execute such a contract on behalf of the State without obtaining the legally required approvals. Holden assumed Defendants Mitchell and Battle would correct this mistake after he had called it to their attention.

30. On August 2, 2017, Holden settled his suit with the TOS and Defendant Mitchell for the sum of \$92,500.00. As part of this settlement, Defendant Mitchell also agreed to remove the “not eligible for re-hire” code from Holden’s name in the files of the State Personnel Department.

31. On February 9, 2018, the Indiana State Unemployment Review Board ruled that Holden had been terminated “without just cause.”

32. Defendant Mitchell was re-elected to a second full four-year term as State Treasurer on November 6, 2018.

33. Defendant Mitchell announced her intention to run for the United States House of Representatives on August 27, 2019.

34. In early October 2019, after reading news coverage of Defendant Mitchell’s plans to run for Congress, Holden checked the Indiana Transparency Portal website to see if the TOS had obtained the legally-required approvals of the Ice Miller Agreement. Holden was surprised to learn that the TOS had not submitted any contracts for approval by the State Budget Agency, the Department of Administration or the Indiana Attorney General during Defendant Mitchell’s entire term in office. No contracts for this period were posted on the State’s Transparency Portal.

35. On October 4, 2019, Holden sent an Indiana Access to Public Records Act request to the TOS for a copy of all contracts executed during Defendant Mitchell's term as State Treasurer. Holden received some documents responsive to his request on October 28, 2019. These documents showed that during Defendant Mitchell's time in office, the TOS has approved numerous contracts worth millions of dollars, mostly to Defendant Mitchell's campaign donors and supporters, without obtaining the approval of the State Budget Agency, the Indiana Department of Administration and the Indiana Attorney General's Office, as required by Ind. Code § 4-13-2-14.1(a). Holden realized that these contracts were void under Indiana law and all payments under these contracts were illegal in accordance with Ind. Code § 4-13-2-18(j). Holden then made additional requests for documents under the Indiana Access to Public Records Act, in order to confirm his findings. Holden received more responsive documents from the TOS on November 18, November 22, November 26, December 6, 2019, and February 27, 2020.

#### **V. FACTUAL ALLEGATIONS RELATED TO DEFENDANT ICE MILLER**

36. Holden hereby incorporates by reference paragraphs 1-35 of his complaint as if the same were set forth at length herein.

37. Defendant Ice Miller is a large law firm, which employs more than 340 legal professionals in seven different offices. Its principal office is located in Indianapolis, Indiana.

38. Partners and employees of Defendant Ice Miller have been key and early supporters of Defendant Mitchell's political campaigns. Melissa Proffitt, a senior

partner of Defendant Ice Miller, is the chairperson of Defendant Mitchell's "Kelly for Indiana" political committee and has held significant political fundraising events for Defendant Mitchell. Defendant Ice Miller, Proffitt, and other partners of Defendant Ice Miller have donated thousands of dollars to the "Kelly for Indiana Committee" as well as "Friends of Kelly Mitchell," Defendant Mitchell's federal campaign committee.

39. Defendant Ice Miller has also been listed on Defendant Mitchell's state financial disclosure statement filed with the Indiana State Ethics Commission as having given personal gifts to Defendant Mitchell, her spouse, or unemancipated children, valued in excess of \$100.00.

40. On or about December 19, 2014, Defendant Ice Miller submitted a public affairs services engagement letter (the Ice Miller Agreement) to Defendant Mitchell and the TOS. The letter purported to bind the TOS to pay Defendant Ice Miller \$3,000.00 per month for, among other services, "public affairs representation related to procurement opportunities and public policy advocacy." The term of the purported agreement was January 1, 2015 to December 31, 2015, and stipulated that it would continue to be renewed from year to year thereafter, unless terminated by the TOS or Defendant Ice Miller. This indefinite automatic renewal clause is in violation of state contracting policy. John R. Hammond, a partner of Defendant Ice Miller, signed for Defendant Ice Miller. Defendant Mitchell signed for the TOS on January 1, 2015. Prior to Defendant Mitchell's election as State Treasurer, the TOS had never hired a lobbyist.

41. The Ice Miller Agreement was not competitively bid and did not go through the State's procurement process.



42. The Ice Miller Agreement was never approved by the Commissioner of the Indiana Department of Administration as required by Ind. Code § 4-13-2-14.1(a)(1).

43. The Ice Miller Agreement was never approved by the Director of the State Budget Agency as required by Ind. Code § 4-13-2-14.1(a)(2).

44. The Ice Miller Agreement was never approved by the Indiana Attorney General for form and legality as required by Ind. Code § 4-13-2-14.1(a)(3) and Ind. Code § 4-13-2-14.3(a).

45. The Ice Miller Agreement also did not contain several contract provisions required by Indiana law or the State of Indiana's Professional Services Contract Manual before a contract may be approved for form and legality, including: a Non-Collusion and Acceptance Clause, as required by Ind. Code § 5-22-16-6; a Certification required by the Indiana Telephone Solicitation law, Ind. Code § 5-22-3-7; a Drug-Free Workplace Certification required by Governor's Executive Order 90-5; an Employment Eligibility Verification Certification required by Ind. Code § 22-5-1.7-11; a Funding Cancellation Clause Acknowledgement, as required by Ind. Code § 5-22-17-5 and Financial Management Circular 2007-1; and a Non-Discrimination Clause, as required by the Indiana Civil Rights Law, Ind. Code § 22-9-1-10.

46. The Ice Miller Agreement also purports to provide that "Ice Miller shall represent [the TOS] in [Indiana Lobby Registration Commission] audit proceedings, enforcement actions, and during other [Indiana Lobby Registration Commission] proceedings." In addition, the Ice Miller Agreement mentions an "attorney-client relationship" and the "performance of legal work." This is in violation of Ind. Code § 4-

6-5-3, which provides that no agency of state government may contract with any attorney to represent it or perform any legal service on behalf of the agency and the State of Indiana without the written consent of the Indiana Attorney General.

47. Defendant Ice Miller had previously entered into dozens of contracts with other agencies of the State of Indiana. All of these contracts were properly executed, contained all clauses required by law and were approved by the Commissioner of the Department of Administration, the Director of the State Budget Agency and the Indiana Attorney General.

48. On or about February 10, 2015, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during January 2015.

49. On or about April 13, 2015, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during February 2015.

50. On or about April 15, 2015, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during March 2015.

51. On or about May 11, 2015, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during April 2015.

52. On or about June 9, 2015, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during May 2015.

53. On or about July 9, 2015, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during June 2015.

54. On or about August 17, 2015, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during July 2015.

55. On or about September 15, 2015, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during August 2015.

56. On or about October 7, 2015, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during September 2015.

57. On or about November 6, 2015, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during October 2015.

58. On or about December 10, 2015, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during November 2015.

59. On or about January 7, 2016, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,003.24, based on public affairs services rendered during December 2015.

60. On or about February 11, 2016, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during January 2016.

61. On or about March 4, 2016, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during February 2016.

62. On or about April 6, 2016, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during March 2016.

63. On or about May 5, 2016, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during April 2016.

64. On or about June 7, 2016, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during May 2016.

65. On or about July 14, 2016, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during June 2016.

66. On or about August 5, 2016, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during July 2016.

67. On or about September 13, 2016, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during August 2016.

68. On or about October 5, 2016, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during September 2016.

69. On or about November 10, 2016, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$374.00, based on public affairs services rendered during October 2016.

70. On or about November 14, 2016, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during October 2016.

71. On or about December 8, 2016, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during November 2016.

72. On or about January 9, 2017, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during December 2016.

73. On or about February 8, 2017, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during January 2017.

74. On or about March 9, 2017, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during February 2017.

75. On or about April 5, 2017, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during March 2017.

76. On or about May 5, 2017, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during April 2017.

77. On or about June 5, 2017, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during May 2017.

78. On or about July 9, 2017, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during June 2017.

79. On or about August 9, 2017, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during July 2017.

80. On or about September 9, 2017, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during August 2017.

81. On or about October 5, 2017, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during September 2017.

82. On or about November 9, 2017, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during October 2017.

83. On or about December 8, 2017, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during November 2017.

84. On or about January 22, 2018, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during December 2017.

85. On or about February 6, 2018, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during January 2018.

86. On or about March 7, 2018, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during February 2018.

87. On or about April 5, 2018, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during March 2018.

88. On or about May 4, 2018, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during April 2018.

89. On or about June 5, 2018, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during May 2018.

90. On or about July 9, 2018, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during June 2018.

91. On or about August 9, 2018, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during July 2018.

92. On or about September 9, 2018, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during August 2018.

93. On or about October 4, 2018, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during September 2018.



94. On or about November 2, 2018, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during October 2018.

95. On or about December 9, 2018, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during November 2018.

96. On or about January 16, 2019, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during December 2018.

97. On or about February 5, 2019, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during January 2019.

98. On or about March 7, 2019, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during February 2019.

99. On or about April 8, 2019, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during March 2019.

100. On or about May 7, 2019, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during April 2019.

101. On or about June 7, 2019, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during May 2019.

102. On or about July 9, 2019, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during June 2019.

103. On or about August 9, 2019, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during July 2019.

104. On or about September 16, 2019, Defendant Ice Miller submitted an invoice to the TOS for payment in the amount of \$3,000.00, based on public affairs services rendered during August 2019.

105. Between February 10, 2015 and September 16, 2019, Defendant Ice Miller submitted at least 57 false or fraudulent invoices to the State of Indiana totaling at least \$168,377.24.

106. All invoiced amounts submitted to the TOS by Defendant Ice Miller between February 10, 2015, and the present were paid by the TOS to Defendant Ice Miller by state warrant.

107. Because the Ice Miller Agreement was not properly approved as required by Ind. Code § 4-13-2-14.1(a) and Ind. Code § 4-13-2-14.3(a), it was void and all payments made under the Agreement were illegal pursuant to Ind. Code § 4-13-2-18(j).

108. Upon information and belief, Defendant Ice Miller continues to submit fraudulent invoices to the TOS for payments on the void Ice Miller Agreement, which are illegal under Indiana law.

## **VI. FACTUAL ALLEGATIONS RELATED TO DEFENDANT OLD NATIONAL**

109. Holden hereby incorporates by reference paragraphs 1-35 of his complaint as if the same were set forth at length herein.

110. Defendant Old National is a publicly traded regional bank with assets of \$20 billion and branches in six states, including Indiana. Its headquarters is located in Evansville, Indiana.

111. Defendant Old National's Political Action Committee and Officers have been strong political supporters of Defendant Mitchell and have donated thousands of dollars to her election campaigns.

112. On or about January 30, 2018, Defendant Old National purported to enter into a "Master Treasury Management Services Agreement" (hereinafter, "Old National Agreement") with the TOS. The Old National Agreement was never properly signed by an agent of Defendant Old National or the TOS. An attached "Account Agreement" and "Municipality Resolution" were signed by Defendant Frick and Defendant Logan on or about January 30, 2018.

113. The Old National Agreement was not competitively bid and did not go through the State's procurement process.

114. The Old National Agreement was never approved by the Commissioner of the Indiana Department of Administration as required by Ind. Code § 4-13-2-14.1(a)(1).

115. The Old National Agreement was never approved by the Director of the State Budget Agency as required by Ind. Code § 4-13-2-14.1(a)(2).

116. The Old National Agreement was never approved by the Indiana Attorney General for form and legality as required by Ind. Code § 4-13-2-14.1(a)(3) and Ind. Code § 4-13-2-14.3(a).

117. The Old National Agreement also did not contain several contract provisions required by Indiana law or the State of Indiana's Professional Services Contract Manual before a contract may be approved for form and legality, including: a Certification required by the Indiana Telephone Solicitation law, Ind. Code § 5-22-3-7; a Drug-Free Workplace Certification required by Governor's Executive Order 90-5; an Employment Eligibility Verification Certification required by Ind. Code § 22-5-1.7-11; a Funding Cancellation Clause Acknowledgement, as required by § 5-22-17-5 and Financial Management Circular 2007-1; and a Non-Discrimination Clause, as required by the Indiana Civil Rights Law, Ind. Code § 22-9-1-10.

118. The Old National Agreement lacks a definite term in violation of State policy.

119. The Old National Agreement includes clauses in which the TOS agrees to indemnify Defendant Old National in violation of state policy and the state constitution.

120. A subsidiary of Defendant Old National had previously entered into other contracts with several other agencies of the State of Indiana. Those contracts were properly executed, contained all clauses required by law and were approved by the Commissioner of the Department of Administration, the Director of the State Budget Agency and the Indiana Attorney General.

121. On or about March 31, 2018, Defendant Old National submitted a "Public Funds Interest Analysis" statement to the TOS. The statement included a "February Service Charge" in the amount of \$5,091.74, which was deducted from the TOS's account and credited to Defendant Old National on March 9, 2018. The March 31, 2018, statement also included a "Service Charge Fee" in the amount of \$5,621.70 on March 30, 2018.

122. On or about April 30, 2018, Defendant Old National submitted a "Public Funds Interest Analysis" statement to the TOS. The statement included a "Service Charge Fee" in the amount of \$5,445.35, which was deducted from the TOS's account and credited to Defendant Old National on April 30, 2018.

123. On or about May 31, 2018, Defendant Old National submitted a "Public Funds Interest Analysis" statement to the TOS. The statement included a "Service Charge Fee" in the amount of \$5,630.88, which was deducted from the TOS's account and credited to Defendant Old National on May 31, 2018.

124. On or about June 30, 2018, Defendant Old National submitted a "Public Funds Interest Analysis" statement to the TOS. The statement included a "Service

Charge Fee” in the amount of \$5,454.58, which was deducted from the TOS’s account and credited to Defendant Old National on June 29, 2018.

125. On or about July 31, 2018, Defendant Old National submitted a “Public Funds Interest Analysis” statement to the TOS. The statement included a “Service Charge Fee” in the amount of \$5,640.95, which was deducted from the TOS’s account and credited to Defendant Old National on July 31, 2018.

126. On or about August 31, 2018, Defendant Old National submitted a “Public Funds Interest Analysis” statement to the TOS. The statement included a “Service Charge Fee” in the amount of \$5,646.81, which was deducted from the TOS’s account and credited to Defendant Old National on August 31, 2018.

127. On or about September 30, 2018, Defendant Old National submitted a “Public Funds Interest Analysis” statement to the TOS. The statement included a “Service Charge Fee” in the amount of \$5,471.00, which was deducted from the TOS’s account and credited to Defendant Old National on September 28, 2018.

128. On or about October 31, 2018, Defendant Old National submitted a “Public Funds Interest Analysis” statement to the TOS. The statement included a “Service Charge Fee” in the amount of \$5,658.55, which was deducted from the TOS’s account and credited to Defendant Old National on October 31, 2018.

129. On or about November 30, 2018, Defendant Old National submitted a “Public Funds Interest Analysis” statement to the TOS. The statement included a “Service Charge Fee” in the amount of \$5,483.64, which was deducted from the TOS’s account and credited to Defendant Old National on November 30, 2018.

130. On or about December 31, 2018, Defendant Old National submitted a “Public Funds Interest Analysis” statement to the TOS. The statement included a “Service Charge Fee” in the amount of \$5,672.80, which was deducted from the TOS’s account and credited to Defendant Old National on December 31, 2018.

131. On or about January 31, 2019, Defendant Old National submitted a “Public Funds Interest Analysis” statement to the TOS. The statement included a “Service Charge Fee” in the amount of \$5,680.41, which was deducted from the TOS’s account and credited to Defendant Old National on January 31, 2019.

132. On or about February 28, 2019, Defendant Old National submitted a “Public Funds Interest Analysis” statement to the TOS. The statement included a “Service Charge Fee” in the amount of \$6,510.40, which was deducted from the TOS’s account and credited to Defendant Old National on February 28, 2019.

133. On or about March 31, 2019, Defendant Old National submitted a “Public Funds Interest Analysis” statement to the TOS. The statement included a “Service Charge Fee” in the amount of \$8,497.10, which was deducted from the TOS’s account and credited to Defendant Old National on March 29, 2019.

134. On or about April 30, 2019, Defendant Old National submitted a “Public Funds Interest Analysis” statement to the TOS. The statement included a “Service Charge Fee” in the amount of \$8,236.68, which was deducted from the TOS’s account and credited to Defendant Old National on April 30, 2019.

135. On or about May 31, 2019, Defendant Old National submitted a “Public Funds Interest Analysis” statement to the TOS. The statement included a “Service

Charge Fee” in the amount of \$8,523.76, which was deducted from the TOS’s account and credited to Defendant Old National on May 31, 2019.

136. On or about June 30, 2019, Defendant Old National submitted a “Public Funds Interest Analysis” statement to the TOS. The statement included a “Service Charge Fee” in the amount of \$8,262.45, which was deducted from the TOS’s account and credited to Defendant Old National on June 28, 2019.

137. On or about July 31, 2019, Defendant Old National submitted a “Public Funds Interest Analysis” statement to the TOS. The statement included a “Service Charge Fee” in the amount of \$8,550.10, which was deducted from the TOS’s account and credited to Defendant Old National on July 31, 2019.

138. On or about August 31, 2019, Defendant Old National submitted an “Account Analysis Statement” to the TOS. The statement included a “Service Charge” in the amount of \$8,563.66, which was deducted from the TOS’s account and credited to Defendant Old National on or about August 31, 2019.

139. On or about September 30, 2019, Defendant Old National submitted an “Account Analysis Statement” to the TOS. The statement included a “Service Charge” in the amount of \$8,299.31, which was deducted from the TOS’s account and credited to Defendant Old National on or about September 30, 2019.

140. All “Account Analysis Statements” sent to the TOS by Defendant Old National were addressed to “Kimberly Logan.”



141. Because the Old National Agreement was not properly approved as required by Ind. Code § 4-13-2-14.1(a) and Ind. Code § 4-13-2-14.3(a), it was void and all payments made under the Agreement were illegal pursuant to Ind. Code § 4-13-2-18(j).

142. Between March 31, 2018 and September 30, 2019, Defendant Old National submitted at least 19 false or fraudulent invoices to the State of Indiana totaling at least \$131,941.87.

143. Upon information and belief, Defendant Old National continues to submit fraudulent invoices to the TOS for payments on the void Old National Agreement, which are illegal under Indiana law.

## **VII. FACTUAL ALLEGATIONS RELATED TO DEFENDANT BMO HARRIS**

144. Holden incorporates by reference paragraphs 1-35 of his complaint as if the same were set forth at length herein.

145. Defendant BMO Harris is a subsidiary of the Canadian multinational investment bank and financial services company Bank of Montreal. It has branches in eight states, including Indiana. Its headquarters is located in Chicago, Illinois.

146. Defendant BMO Harris' public affairs division has been a political supporter of Defendant Mitchell and has donated to her election campaigns.

147. On or about December 4, 2017, Defendant BMO Harris purported to enter into a "Contract for Third Party Services" and "Global Treasury Management Services Master Agreement" (hereinafter, "BMO Harris Agreement") with the TOS. The BMO Harris Agreement had a purported term beginning July 1, 2017 and ending June 30, 2018. However, the BMO Harris Agreement was not signed by the TOS until Defendant

Logan signed it on November 30, 2017, and Katherine E. Aeschliman signed for Defendant BMO Harris on December 4, 2017.

148. The BMO Harris Agreement was not competitively bid and did not go through the State's procurement process.

149. The BMO Harris Agreement was never approved by the Commissioner of the Indiana Department of Administration as required by Ind. Code § 4-13-2-14.1(a)(1).

150. The BMO Harris Agreement was never approved by the Director of the State Budget Agency as required by Ind. Code § 4-13-2-14.1(a)(2).

151. The BMO Harris Agreement was never approved by the Indiana Attorney General for form and legality as required by Ind. Code § 4-13-2-14.1(a)(3) and Ind. Code § 4-13-2-14.3(a).

152. Defendant BMO Harris had previously entered into a separate 2015 contract with the TOS, which expired on June 30, 2017. That contract was properly executed and was approved by the Commissioner of the Department of Administration, the Director of the State Budget Agency and the Indiana Attorney General. Defendant BMO Harris's predecessor, Marshall & Ilsley Bank, also had contracts with the TOS and other agencies of the State of Indiana. All of these contracts were properly executed, contained all clauses required by law and were approved by the Commissioner of the Department of Administration, the Director of the State Budget Agency and the Indiana Attorney General.

153. On or about August 10, 2017, Defendant BMO Harris submitted an "Account Analysis Statement" to the TOS. The statement included \$9,596.79 in

“Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

154. On or about September 12, 2017, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$11,184.83 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

155. On or about October 11, 2017, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$15,100.29 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

156. On or about November 9, 2017, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$15,068.39 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

157. On or about December 11, 2017, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$14,527.84 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

158. On or about January 10, 2018, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$15,810.28 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

159. On or about February 13, 2018, Defendant BMO Harris submitted an "Account Analysis Statement" to the TOS. The statement included \$13,334.33 in "Analysis Based Charges," which were deducted from the TOS's account and credited to Defendant BMO Harris.

160. On or about March 9, 2018, Defendant BMO Harris submitted an "Account Analysis Statement" to the TOS. The statement included \$13,442.59 in "Analysis Based Charges," which were deducted from the TOS's account and credited to Defendant BMO Harris.

161. On or about April 9, 2018, Defendant BMO Harris submitted an "Account Analysis Statement" to the TOS. The statement included \$16,238.69 in "Analysis Based Charges," which were deducted from the TOS's account and credited to Defendant BMO Harris.

162. On or about May 9, 2018, Defendant BMO Harris submitted an "Account Analysis Statement" to the TOS. The statement included \$14,380.71 in "Analysis Based Charges," which were deducted from the TOS's account and credited to Defendant BMO Harris.

163. On or about June 11, 2018, Defendant BMO Harris submitted an "Account Analysis Statement" to the TOS. The statement included \$10,598.13 in "Analysis Based Charges," which were deducted from the TOS's account and credited to Defendant BMO Harris.

164. On or about July 11, 2018, Defendant BMO Harris submitted an "Account Analysis Statement" to the TOS. The statement included \$14,333.78 in "Analysis Based

Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

165. On or about August 9, 2018, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$11,998.36 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

166. On or about September 12 2018, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$11,179.82 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

167. On or about October 10, 2018, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$13,684.26 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

168. On or about November 9, 2018, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$11,809.28 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

169. On or about December 11, 2018, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$10,721.59 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

170. On or about January 10, 2019, Defendant BMO Harris submitted an "Account Analysis Statement" to the TOS. The statement included \$17,370.90 in "Analysis Based Charges," which were deducted from the TOS's account and credited to Defendant BMO Harris.

171. On or about February 11, 2019, Defendant BMO Harris submitted an "Account Analysis Statement" to the TOS. The statement included \$7,257.76 in "Analysis Based Charges," which were deducted from the TOS's account and credited to Defendant BMO Harris.

172. On or about March 12, 2019, Defendant BMO Harris submitted an "Account Analysis Statement" to the TOS. The statement included \$7,797.75 in "Analysis Based Charges," which were deducted from the TOS's account and credited to Defendant BMO Harris.

173. On or about April 9, 2019, Defendant BMO Harris submitted an "Account Analysis Statement" to the TOS. The statement included \$17,396.98 in "Analysis Based Charges," which were deducted from the TOS's account and credited to Defendant BMO Harris.

174. On or about May 9, 2019, Defendant BMO Harris submitted an "Account Analysis Statement" to the TOS. The statement included \$13,615.35 in "Analysis Based Charges," which were deducted from the TOS's account and credited to Defendant BMO Harris.

175. On or about June 11, 2019, Defendant BMO Harris submitted an "Account Analysis Statement" to the TOS. The statement included \$9,535.83 in "Analysis Based

Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

176. On or about July 10, 2019, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$13,649.29 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

177. On or about August 9, 2019, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$7,779.36 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

178. On or about September 11, 2019, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$7,791.97 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

179. On or about October 9, 2019, Defendant BMO Harris submitted an “Account Analysis Statement” to the TOS. The statement included \$8,945.40 in “Analysis Based Charges,” which were deducted from the TOS’s account and credited to Defendant BMO Harris.

180. Because the BMO Harris Agreement was not properly approved as required by Ind. Code § 4-13-2-14.1(a) and Ind. Code § 4-13-2-14.3(a), it was void and all payments made under the Agreement were illegal pursuant to Ind. Code § 4-13-2-18(j). Defendant BMO Harris also began submitting claims to the TOS for banking fees

months before the BMO Harris Agreement (which was void) was even signed and continued submitting claims to the TOS even after the term of the BMO Harris Agreement (which was void) expired.

181. Between August 10, 2017 and October 9, 2019, Defendant BMO Harris submitted at least 27 false or fraudulent invoices to the State of Indiana totaling at least \$334,150.55.

182. Upon information and belief, Defendant BMO Harris continues to submit fraudulent invoices to the TOS for payments on the void BMO Harris Agreement, which are illegal under Indiana law.

#### **VIII. FACTUAL ALLEGATIONS RELATED TO DEFENDANT FIFTH THIRD**

183. Holden incorporates by reference paragraphs 1-35 of his complaint as if the same were set forth at length herein.

184. Defendant Fifth Third is a financial institution operating in Indiana. Its parent company, Fifth Third Bancorp, is a publicly traded bank holding company headquartered in Cincinnati, Ohio and has assets of \$142 billion.

185. Defendant Fifth Third's corporate PAC and Officers have been large and early supporters of Defendant Mitchell and have donated thousands of dollars to her election campaigns. Defendant Fifth Third has also been listed on Defendant Mitchell's state financial disclosure statement as having given personal gifts to Defendant Mitchell, her spouse, or unemancipated children, valued in excess of \$100.00.

186. On or about July 20, 2018, Defendant Fifth Third purported to enter into an "Amended and Restated Contract for Third Party Administrative Services"



(hereinafter, "Fifth Third Agreement") with the TOS. The Fifth Third Agreement had a purported term beginning April 1, 2018 and ending March 31, 2020. The Fifth Third Agreement was signed for Defendant Fifth Third on July 20, 2018 (months after the purported contract term began), by Vice President Michael Carfi, and for the TOS by Defendant Locke. Defendant Locke also signed a "Signature Page to Master Treasury Management Agreement" for the TOS. This document was also signed on July 20, 2018, by Vice President Michael Carfi and Vice President Carl Mills for Defendant Fifth Third. Defendant Locke's signatures were undated on both documents.

187. The Fifth Third Agreement was not competitively bid and did not go through the State's procurement process.

188. The Fifth Third Agreement was never approved by the Commissioner of the Indiana Department of Administration as required by Ind. Code § 4-13-2-14.1(a)(1).

189. The Fifth Third Agreement was never approved by the Director of the State Budget Agency as required by Ind. Code § 4-13-2-14.1(a)(2).

190. The Fifth Third Agreement was never approved by the Indiana Attorney General for form and legality as required by Ind. Code § 4-13-2-14.1(a)(3) and Ind. Code § 4-13-2-14.3(a).

191. Defendant Fifth Third had previously entered into a separate banking services contract with the TOS. The term of that contract began on May 1, 2013 and ended on September 30, 2017. That contract was properly executed and was approved by the Commissioner of the Department of Administration, the Director of the State Budget Agency and the Indiana Attorney General.

192. Despite the fact that Defendant Fifth Third's previous contract expired on September 30, 2017, Defendant Fifth Third continued to submit monthly "Account Analysis Composite Statements" to the TOS and deducting banking fees on a monthly basis from October 2017 until the purported Fifth Third Agreement (which was void) was signed in July 2018.

193. On or about October 31, 2017, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$10,153.33, which was deducted from the TOS's account and credited to Defendant Fifth Third on October 12, 2017.

194. On or about November 30, 2017, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$10,229.66, which was deducted from the TOS's account and credited to Defendant Fifth Third on November 10, 2017.

195. On or about December 31, 2017, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$10,097.66, which was deducted from the TOS's account and credited to Defendant Fifth Third on December 12, 2017.

196. On or about January 31, 2018, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$9,780.78, which was deducted from the TOS's account and credited to Defendant Fifth Third on January 11, 2018.

197. On or about February 28, 2018, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$9,765.27, which was deducted from the TOS's account and credited to Defendant Fifth Third on February 12, 2018.

198. On or about March 31, 2018, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$9,747.03, which was deducted from the TOS's account and credited to Defendant Fifth Third on March 12, 2018.

199. On or about April 30, 2018, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$9,758.02, which was deducted from the TOS's account and credited to Defendant Fifth Third on April 11, 2018.

200. On or about May 31, 2018, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$9,769.16, which was deducted from the TOS's account and credited to Defendant Fifth Third on May 10, 2018.

201. On or about June 30, 2018, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$9,794.90, which was deducted from the TOS's account and credited to Defendant Fifth Third on June 12, 2018.

202. On or about July 31, 2018, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the

amount of \$9,817.71, which was deducted from the TOS's account and credited to Defendant Fifth Third on July 12, 2018.

203. On or about August 31, 2018, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$11,321.24, which was deducted from the TOS's account and credited to Defendant Fifth Third on August 10, 2018.

204. On or about September 30, 2018, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$10,475.08, which was deducted from the TOS's account and credited to Defendant Fifth Third on September 13, 2018.

205. On or about October 31, 2018, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$10,406.36, which was deducted from the TOS's account and credited to Defendant Fifth Third on October 11, 2018.

206. On or about November 30, 2018, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$10,438.72, which was deducted from the TOS's account and credited to Defendant Fifth Third on November 13, 2018.

207. On or about December 31, 2018, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$10,403.12, which was deducted from the TOS's account and credited to Defendant Fifth Third on December 12, 2018.

208. On or about January 31, 2019, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$10,409.82, which was deducted from the TOS's account and credited to Defendant Fifth Third on January 11, 2019.

209. On or about February 28, 2019, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$10,430.60, which was deducted from the TOS's account and credited to Defendant Fifth Third on February 12, 2019.

210. On or about March 31, 2019, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$9,833.37, which was deducted from the TOS's account and credited to Defendant Fifth Third on March 11, 2019.

211. On or about April 30, 2019, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$5,311.96, which was deducted from the TOS's account and credited to Defendant Fifth Third on April 10, 2019.

212. On or about May 31, 2019, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$8,740.64, which was deducted from the TOS's account and credited to Defendant Fifth Third on May 13, 2019.

213. On or about June 30, 2019, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the

amount of \$8,782.13, which was deducted from the TOS's account and credited to Defendant Fifth Third on June 21, 2019.

214. On or about July 31, 2019, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$8,810.39, which was deducted from the TOS's account and credited to Defendant Fifth Third on July 17, 2019.

215. On or about August 31, 2019, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$8,841.73, which was deducted from the TOS's account and credited to Defendant Fifth Third on September 12, 2019.

216. On or about September 30, 2019, Defendant Fifth Third submitted an "Account Summary" statement to the TOS. The statement included a "Service Charge" in the amount of \$5,586.23, which was deducted from the TOS's account and credited to Defendant Fifth Third.

217. All "Account Summary" statements sent to the TOS by Defendant Fifth Third were addressed "Atten: Kim Logan."

218. Because the Fifth Third Agreement was not properly approved as required by Ind. Code § 4-13-2-14.1(a) and Ind. Code § 4-13-2-14.3(a), it was void and all payments made under the Agreement were illegal pursuant to Indiana Code § 4-13-2-18(j).

219. Because no valid contract existed between Defendant Fifth Third and the TOS after September 30, 2017, all claims made by Defendant Fifth Third to the TOS after that date were illegal pursuant to Indiana Code § 4-13-2-18(j).

220. Between October 1, 2017 and September 30, 2019, Defendant Fifth Third submitted at least 24 false or fraudulent invoices to the State of Indiana totaling at least \$228,704.91.

221. Upon information and belief, Defendant Fifth Third continues to submit fraudulent invoices to the TOS for payments on the void Fifth Third Agreement, which are illegal under Indiana law.

#### **IX. FACTUAL ALLEGATIONS RELATED TO DEFENDANT JP MORGAN**

222. Holden incorporates by reference paragraphs 1-35 of his complaint as if the same were set forth at length herein.

223. Defendant JP Morgan is a large financial institution operating in Indiana. Defendant JP Morgan's parent company, JPMorgan Chase & Co., is a multinational investment bank and financial services holding company headquartered in New York City, New York. It is the largest bank in the United States and the sixth largest bank in the world by total assets (\$2.73 trillion).

224. Defendant JP Morgan's corporate PAC has been a supporter of Defendant Mitchell and has donated thousands of dollars to her election campaigns.

225. Defendant JP Morgan had entered into a valid banking services contract with the TOS in 2011. The term of that contract began on August 1, 2011 and ended on July 31, 2014. That contract was properly executed and was approved by the

Commissioner of the Department of Administration, the Director of the State Budget Agency and the Indiana Attorney General. Defendant JP Morgan had previously entered into contracts with other agencies of the State of Indiana. All of these contracts were properly executed, contained all clauses required by law and were approved by the Commissioner of the Department of Administration, the Director of the State Budget Agency and the Indiana Attorney General.

226. Despite the fact that Defendant JP Morgan's contract expired on July 31, 2014, Defendant JP Morgan began submitting monthly "Account Analysis Statements" to the TOS in December 2014. Defendant JP Morgan has continued submitting "Account Analysis Statements" and deducted banking fees on a monthly basis from December 2014 until the present.

227. On or about December 31, 2014, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$14,341.24 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

228. On or about January 31, 2015, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$16,408.74 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

229. On or about February 28, 2015, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$13,500.40 service



charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

230. On or about March 31, 2015, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$14,884.06 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

231. On or about April 30, 2015, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$14,210.97 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

232. On or about May 31, 2015, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$14,191.85 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

233. On or about June 30, 2015, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$12,378.34 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

234. On or about July 31, 2015, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$12,086.83 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

235. On or about August 31, 2015, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$11,026.86 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

236. On or about September 30, 2015, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$11,050.42 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

237. On or about October 31, 2015, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$10,726.68 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

238. On or about November 30, 2015, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$11,239.73 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

239. On or about December 31, 2015, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$11,638.90 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

240. On or about January 31, 2016, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$11,398.80 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

241. On or about February 29, 2016, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$10,479.50 service

charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

242. On or about March 31, 2016, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$11,485.04 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

243. On or about April 30, 2016, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$11,346.69 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

244. On or about May 31, 2016, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$12,740.26 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

245. On or about June 30, 2016, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$12,942.31 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

246. On or about July 31, 2016, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$9,627.29 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

247. On or about August 31, 2016, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$10,352.97 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

248. On or about September 30, 2016, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$9,995.46 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

249. On or about October 31, 2016, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$10,388.16 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

250. On or about November 30, 2016, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$10,426.86 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

251. On or about December 31, 2016, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$11,057.75 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

252. On or about January 31, 2017, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$11,898.73 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

253. On or about February 28, 2017, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$10,248.59 service

charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

254. On or about March 31, 2017, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$10,907.60 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

255. On or about April 30, 2017, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$10,359.66 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

256. On or about May 31, 2017, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$10,780.79 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

257. On or about June 30, 2017, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$12,529.47 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

258. On or about July 31, 2017, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$7,682.47 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

259. On or about August 31, 2017, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$7,235.48 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

260. On or about September 30, 2017, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$6,340.19 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

261. On or about October 31, 2017, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$7,030.82 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

262. On or about November 30, 2017, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$6,623.12 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

263. On or about December 31, 2017, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$7,243.83 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

264. On or about January 31, 2018, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$6,350.38 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

265. On or about February 28, 2018, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$4,769.56 service

charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

266. On or about March 31, 2018, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$5,163.99 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

267. On or about April 30, 2018, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$4,999.18 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

268. On or about May 31, 2018, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$6,088.70 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

269. On or about June 30, 2018, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$7,997.39 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

270. On or about July 31, 2018, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$6,616.28 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

271. On or about August 31, 2018, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$4,304.02 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

272. On or about September 30, 2018, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$3,851.08 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

273. On or about October 31, 2018, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$4,760.78 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

274. On or about November 30, 2018, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$4,276.15 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

275. On or about December 31, 2018, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$5,953.65 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

276. On or about January 31, 2019, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$4,853.46 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

277. On or about February 28, 2019, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$4,752.88 service



charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

278. On or about March 31, 2019, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$4,851.59 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

279. On or about April 30, 2019, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$4,172.68 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

280. On or about May 31, 2019, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$4,791.31 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

281. On or about June 30, 2019, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$4,650.01 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

282. On or about July 31, 2019, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$3,953.49 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

283. On or about August 31, 2019, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$3,618.96 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

284. On or about September 30, 2019, Defendant JP Morgan submitted an “Account Analysis Statement” to the TOS. The statement included a \$3,682.82 service charge, which was deducted from the TOS’s account and credited to Defendant JP Morgan.

285. On or about October 31, 2019, Defendant JP Morgan submitted an “Account Analysis Statement” to the TOS. The statement included a \$7,330.33 service charge, which was deducted from the TOS’s account and credited to Defendant JP Morgan.

286. On or about November 30, 2019, Defendant JP Morgan submitted an “Account Analysis Statement” to the TOS. The statement included a \$5,927.78 service charge, which was deducted from the TOS’s account and credited to Defendant JP Morgan.

287. On or about December 31, 2019, Defendant JP Morgan submitted an “Account Analysis Statement” to the TOS. The statement included a \$8,538.18 service charge, which was deducted from the TOS’s account and credited to Defendant JP Morgan.

288. On or about January 24, 2020, Defendant JP Morgan purported to enter into an “Addendum and Form Contract” (hereinafter, “JP Morgan Agreement”) with the TOS. The JP Morgan Agreement was signed for Defendant JP Morgan on January 20, 2020, by “Authorized Officer” Nancy Dorsa, and for the TOS by Defendant Locke on January 24, 2020. The JP Morgan Agreement had a purported term beginning upon the date of execution and extending to one year from that date.

289. The JP Morgan Agreement has an automatic extension clause, which provides that the JP Morgan Agreement will be renewed indefinitely unless either party provided written notice of the intent not to renew. Such an automatic renewal clause is in violation of state contracting policy.

290. The JP Morgan Agreement was not competitively bid and did not go through the State's procurement process.

291. The JP Morgan Agreement was never approved by the Commissioner of the Indiana Department of Administration as required by Ind. Code § 4-13-2-14.1(a)(1).

292. The JP Morgan Agreement was never approved by the Director of the State Budget Agency as required by Ind. Code § 4-13-2-14.1(a)(2).

293. The JP Morgan Agreement was never approved by the Indiana Attorney General for form and legality as required by Ind. Code § 4-13-2-14.1(a)(3) and Indiana Code § 4-13-2-14.3(a).

294. On or about January 31, 2020, Defendant JP Morgan submitted an "Account Analysis Statement" to the TOS. The statement included a \$5,487.74 service charge, which was deducted from the TOS's account and credited to Defendant JP Morgan.

295. Because the JP Morgan Agreement was not properly approved as required by Ind. Code § 4-13-2-14.1(a) and Ind. Code § 4-13-2-14.3(a), it was void and all payments made under the Agreement were illegal pursuant to Indiana Code § 4-13-2-18(j). Since no valid contract existed between Defendant JP Morgan and the TOS after July 31, 2014, all claims made by Defendant JP Morgan to the TOS after that date were

illegal pursuant to Ind. Code § 4-13-2-18(j). Specifically, between December 1, 2014 and January 31, 2020, Defendant JP Morgan submitted at least 62 false or fraudulent claims to the State of Indiana totaling at least \$535,061.51.

296. Upon information and belief, Defendant JP Morgan continues to submit fraudulent invoices to the TOS for payments, despite the lack of a valid contract authorizing such payments, which are illegal under Indiana law.

#### **X. FACTUAL ALLEGATIONS RELATED TO DEFENDANT PNC**

297. Holden incorporates by reference paragraphs 1-35 of his complaint as if the same were set forth at length herein.

298. Defendant PNC is a large financial institution operating in 19 states, including Indiana. It's parent company, PNC Financial Services Group, Inc., is headquartered in Pittsburgh, Pennsylvania and has \$380 billion in assets.

299. Defendant PNC's corporate PAC has been a large and early supporter of Defendant Mitchell and has donated thousands of dollars to her election campaigns.

300. On or about September 25, 2018, Defendant PNC purported to enter into an "Extension to Banking Services Contract" (hereinafter, "PNC Agreement") with the TOS. The PNC Agreement was signed for Defendant PNC on September 25, 2018, by Vice President Jonathon Trenadel, and for the TOS by Defendant Locke on the same date. The PNC Agreement had a purported term beginning upon execution and ending June 30, 2022.

301. The PNC Agreement was not competitively bid and did not go through the State's procurement process.

302. The PNC Agreement was never approved by the Commissioner of the Indiana Department of Administration as required by Ind. Code § 4-13-2-14.1(a)(1).

303. The PNC Agreement was never approved by the Director of the State Budget Agency as required by Ind. Code § 4-13-2-14.1(a)(2).

304. The PNC Agreement was never approved by the Indiana Attorney General for form and legality as required by Ind. Code § 4-13-2-14.1(a)(3) and Indiana Code § 4-13-2-14.3(a).

305. Defendant PNC had previously entered into a banking services contract with the TOS. The term of that contract began on July 1, 2014 and ended on June 30, 2018. That contract was properly executed and was approved by the Commissioner of the Department of Administration, the Director of the State Budget Agency and the Indiana Attorney General. Defendant PNC and Defendant Locke did not follow the proper procedures for renewal or amendment of this contract. Defendant PNC had also previously entered into contracts with other agencies of the State of Indiana. All of these contracts were properly executed, contained all clauses required by law and were approved by the Commissioner of the Department of Administration, the Director of the State Budget Agency and the Indiana Attorney General.

306. Despite the fact that Defendant PNC's previous contract expired on June 30, 2018, Defendant PNC continued to submit monthly "Account Analysis Statements" to the TOS and deducted banking fees on a monthly basis from June 2018 until the purported PNC Agreement was signed in September 2018. These payments were illegal pursuant to Ind. Code § 4-13-2-18(j).

307. Because the PNC Agreement was not properly approved as required by Ind. Code § 4-13-2-14.1(a) and Ind. Code § 4-13-2-14.3(a), it was void and all payments made under the Agreement were illegal pursuant to Ind. Code § 4-13-2-18(j).

308. On or about July 31, 2018, Defendant PNC submitted a "Corporate Business Account Statement" to the TOS. The statement included a \$76,835.00 "Corporate Account Analysis Charge," which was deducted from the TOS's account and credited to Defendant PNC.

309. On or about August 31, 2018, Defendant PNC submitted a "Corporate Business Account Statement" to the TOS. The statement included a \$73,330.71 "Corporate Account Analysis Charge," which was deducted from the TOS's account and credited to Defendant PNC.

310. On or about September 28, 2018, Defendant PNC submitted a "Corporate Business Account Statement" to the TOS. The statement included a \$81,645.75 "Corporate Account Analysis Charge," which was deducted from the TOS's account and credited to Defendant PNC.

311. On or about October 31, 2018, Defendant PNC submitted a "Corporate Business Account Statement" to the TOS. The statement included a \$67,555.10 "Corporate Account Analysis Charge," which was deducted from the TOS's account and credited to Defendant PNC.

312. On or about November 30, 2018, Defendant PNC submitted a "Corporate Business Account Statement" to the TOS. The statement included a \$80,076.71

“Corporate Account Analysis Charge,” which was deducted from the TOS’s account and credited to Defendant PNC.

313. On or about December 31, 2018, Defendant PNC submitted a “Corporate Business Account Statement” to the TOS. The statement included a \$65,505.06 “Corporate Account Analysis Charge,” which was deducted from the TOS’s account and credited to Defendant PNC.

314. On or about January 31, 2019, Defendant PNC submitted a “Corporate Business Account Statement” to the TOS. The statement included a \$49,738.14 “Corporate Account Analysis Charge,” which was deducted from the TOS’s account and credited to Defendant PNC.

315. On or about February 28, 2019, Defendant PNC submitted a “Corporate Business Account Statement” to the TOS. The statement included a \$90,997.24 “Corporate Account Analysis Charge,” which was deducted from the TOS’s account and credited to Defendant PNC.

316. On or about March 29, 2019, Defendant PNC submitted a “Corporate Business Account Statement” to the TOS. The statement included a \$68,793.32 “Corporate Account Analysis Charge,” which was deducted from the TOS’s account and credited to Defendant PNC.

317. On or about April 30, 2019, Defendant PNC submitted a “Corporate Business Account Statement” to the TOS. The statement included a \$84,129.43 “Corporate Account Analysis Charge,” which was deducted from the TOS’s account and credited to Defendant PNC.

318. On or about May 31, 2019, Defendant PNC submitted a "Corporate Business Account Statement" to the TOS. The statement included a \$104,941.94 "Corporate Account Analysis Charge," which was deducted from the TOS's account and credited to Defendant PNC.

319. On or about June 28, 2019, Defendant PNC submitted a "Corporate Business Account Statement" to the TOS. The statement included a \$94,611.02 "Corporate Account Analysis Charge," which was deducted from the TOS's account and credited to Defendant PNC.

320. On or about July 31, 2019, Defendant PNC submitted a "Corporate Business Account Statement" to the TOS. The statement included a \$82,333.35 "Corporate Account Analysis Charge," which was deducted from the TOS's account and credited to Defendant PNC.

321. On or about August 31, 2019, Defendant PNC submitted a "Corporate Business Account Statement" to the TOS. The statement included a \$35,070.37 "Corporate Account Analysis Charge," which was deducted from the TOS's account and credited to Defendant PNC.

322. On or about September 30, 2019, Defendant PNC submitted a "Corporate Business Account Statement" to the TOS. The statement included a \$40,541.67 "Corporate Account Analysis Charge," which was deducted from the TOS's account and credited to Defendant PNC.



323. Between July 31, 2018 and September 30, 2019, Defendant PNC submitted at least 15 false or fraudulent invoices to the State of Indiana totaling at least \$1,096,104.60.

324. Upon information and belief, Defendant PNC continues to submit fraudulent invoices to the TOS for payments on the void PNC Agreement, which are illegal under Indiana law.

#### **XI. FACTUAL ALLEGATIONS RELATED TO DEFENDANT BNY MELLON**

325. Holden incorporates by reference paragraphs 1-35 of his complaint as if the same were set forth at length herein.

326. Defendant BNY Mellon is a banking and financial services holding company headquartered in New York City, New York. It is the world's largest custodian bank and asset servicing company, with more than \$1.7 trillion in assets under management and \$33.1 trillion in assets under custody.

327. While Defendant BNY Mellon is prohibited from donating to Defendant Mitchell by federal securities rules, Defendant BNY Mellon's local counsel, Barnes and Thornburg LLP, is a large donor and fundraiser for Defendant Mitchell.

328. Defendant BNY Mellon had entered into a valid custodial banking contract with the TOS in 2013. The term of that contract began on September 1, 2013 and ended on August 31, 2017. That contract was properly executed and was approved by the Commissioner of the Department of Administration, the Director of the State Budget Agency and the Indiana Attorney General.

329. Despite the fact that Defendant BNY Mellon's contract expired on August 31, 2017, Defendant BNY Mellon continued to submit quarterly invoices for banking fees to the TOS and deducted banking fees on a quarterly basis from September 2017 until the present.

330. On or about December 7, 2017, Defendant BNY Mellon submitted a quarterly invoice to the TOS for custodial banking services. The statement covered the period of July 1, 2017 to September 30, 2017, and included \$31,619.51 in banking fees, which were deducted from the TOS's account and credited to Defendant BNY Mellon.

331. On or about January 23, 2018, Defendant BNY Mellon submitted a quarterly invoice to the TOS for custodial banking services. The statement covered the period of October 1, 2017 to December 31, 2017, and included \$31,808.51 in banking fees, which were deducted from the TOS's account and credited to Defendant BNY Mellon.

332. On or about May 30, 2018, Defendant BNY Mellon submitted a quarterly invoice to the TOS for custodial banking services. The statement covered the period of January 1, 2018 to March 31, 2018, and included \$28,237.13 in banking fees, which were deducted from the TOS's account and credited to Defendant BNY Mellon.

333. On or about August 14, 2018, Defendant BNY Mellon submitted a quarterly invoice to the TOS for custodial banking services. The statement covered the period of April 1, 2018 to June 30, 2018, and included \$33,348.96 in banking fees, which were deducted from the TOS's account and credited to Defendant BNY Mellon.

334. On or about November 2, 2018, Defendant BNY Mellon submitted a quarterly invoice to the TOS for custodial banking services. The statement covered the period of July 1, 2018 to September 30, 2018, and included \$33,589.76 in banking fees, which were deducted from the TOS's account and credited to Defendant BNY Mellon.

335. On or about February 25, 2019, Defendant BNY Mellon submitted a quarterly invoice to the TOS for custodial banking services. The statement covered the period of October 1, 2018 to December 31, 2018, and included \$35,403.22 in banking fees, which were deducted from the TOS's account and credited to Defendant BNY Mellon.

336. On or about May 20, 2019, Defendant BNY Mellon submitted a quarterly invoice to the TOS for custodial banking services. The statement covered the period of January 1, 2019 to March 31, 2019, and included \$35,554.45 in banking fees, which were deducted from the TOS's account and credited to Defendant BNY Mellon.

337. On or about August 12, 2019, Defendant BNY Mellon submitted a quarterly invoice to the TOS for custodial banking services. The statement covered the period of April 1, 2019 to June 30, 2019, and included \$41,994.44 in banking fees, which were deducted from the TOS's account and credited to Defendant BNY Mellon.

338. Because no contract of any type existed between Defendant BNY Mellon and the TOS after August 31, 2017, all claims made by Defendant BNY Mellon to the TOS after that date were illegal pursuant to Indiana Code § 4-13-2-18(j).

339. Between December 7, 2017 and August 12, 2019, Defendant BNY Mellon submitted at least 8 false or fraudulent invoices to the State of Indiana totaling at least \$271,555.98.

340. Upon information and belief, Defendant BNY Mellon continues to submit fraudulent invoices to the TOS for payments, despite that lack of a valid contract authorizing such payments, which are illegal under Indiana law.

## **XII. FACTUAL ALLEGATIONS RELATED TO DEFENDANT WELLS FARGO**

341. Holden incorporates by reference paragraphs 1-35 of his complaint as if the same were set forth at length herein.

342. Defendant Wells Fargo is a large banking and financial services company headquartered in Sioux Falls, South Dakota. It has over 8,500 branches worldwide. Its parent company, Wells Fargo and Company, is the world's fourth-largest bank by market capitalization and the fourth largest bank in the US by total assets (\$1.8 trillion).

343. On or about September 25, 2015, Defendant Wells Fargo purported to enter into a "Contract for Third Party Administrative Services" (hereinafter, "Wells Fargo Agreement") with the TOS. The Wells Fargo Agreement had a purported term beginning October 15, 2015 and ending on October 14, 2018. The Wells Fargo Agreement was signed by Defendant Battle for the TOS on September 25, 2015 and for Defendant Wells Fargo by Vice President David Offord on the same date. An "Authorization Certificate" was signed by Defendant Logan and Defendant Frick. Defendant Logan also signed a "Federal Reserve Bank Check 31 Agency Agreement" as well as several appendices and attachments.

344. The Wells Fargo Agreement was not competitively bid and did not go through the State's procurement process.

345. The Wells Fargo Agreement was never approved by the Commissioner of the Indiana Department of Administration as required by Ind. Code § 4-13-2-14.1(a)(1).

346. The Wells Fargo Agreement was never approved by the Director of the State Budget Agency as required by Ind. Code § 4-13-2-14.1(a)(2).

347. The Wells Fargo Agreement was never approved by the Indiana Attorney General for form and legality as required by Ind. Code § 4-13-2-14.1(a)(3) and Ind. Code § 4-13-2-14.3(a).

348. On or about April 30, 2015, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$81,696.47 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

349. On or about May 31, 2015, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$24,471.69 "Client Analysis Service Charge" and a \$3,280.00 "Client Analysis Service Charge," which were deducted from the TOS's account and credited to Defendant Wells Fargo.

350. On or about June 30, 2015, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$16,190.51 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

351. On or about July 31, 2015, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$15,538.10 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

352. On or about August 31, 2015, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$9,021.15 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

353. On or about September 30, 2015, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$7,773.41 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

354. On or about October 31, 2015, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$7,039.53 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

355. On or about November 30, 2015, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$6,625.31 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

356. On or about December 31, 2015, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$6,665.62 "Client Analysis

Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

357. On or about January 31, 2016, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$6,645.04 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

358. On or about February 29, 2016, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$77,587.42 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

359. On or about March 31, 2016, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$15,335.52 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

360. On or about April 30, 2016, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$21,634.62 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

361. On or about May 31, 2016, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$20,073.20 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

362. On or about June 30, 2016, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$17,299.48 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

363. On or about July 31, 2016, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$15,466.24 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

364. On or about August 31, 2016, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$15,437.81 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

365. On or about September 30, 2016, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$8,954.97 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

366. On or about October 31, 2016, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$6,741.07 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

367. On or about November 30, 2016, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$14,824.56 "Client Analysis



Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

368. On or about December 31, 2016, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$17,392.38 and “Client Analysis Service Charge” and a \$15,298.83 “Client Analysis Service Charge,” which were deducted from the TOS’s account and credited to Defendant Wells Fargo.

369. On or about January 31, 2017, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$7,982.38 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

370. On or about February 28, 2017, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$33,300.68 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

371. On or about March 31, 2017, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$15,377.11 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

372. On or about April 30, 2017, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$19,144.62 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

373. On or about May 31, 2017, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$22,683.11 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

374. On or about June 30, 2017, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$24,866.06 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

375. On or about July 31, 2017, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$16,219.32 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

376. On or about August 31, 2017, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$32,916.39 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

377. On or about September 30, 2017, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$16,738.98 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

378. On or about October 31, 2017, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$10,866.17 "Client Analysis Service

Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

379. On or about November 30, 2017, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$7,217.13 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

380. On or about December 31, 2017, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$8,229.15 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

381. On or about January 31, 2018, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$8,763.67 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

382. On or about February 28, 2018, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$71,959.94 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

383. On or about March 31, 2018, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$4,868.15 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

384. On or about April 30, 2018, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$9,975.39 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

385. On or about May 31, 2018, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$8,810.11 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

386. On or about June 30, 2018, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$6,297.13 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

387. On or about July 31, 2018, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$1,429.67 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

388. On or about August 1, 2018, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$9,589.16 "Client Analysis Service Charge," which was deducted from the TOS's account and credited to Defendant Wells Fargo.

389. On or about September 30, 2018, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$1,125.02 "Client Analysis

Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

390. On or about December 31, 2018, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$1,472.35 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

391. On or about February 28, 2019, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$44,799.80 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

392. On or about March 31, 2019, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$5,804.59 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

393. On or about April 30, 2019, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$9,516.25 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

394. On or about May 31, 2019, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$13,973.33 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

395. On or about June 30, 2019, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$10,854.87 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

396. On or about July 31, 2019, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$5,064.45 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

397. On or about August 31, 2019, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$22,729.76 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

398. On or about September 30, 2019, Defendant Wells Fargo submitted a banking statement to the TOS. The statement included a \$2,249.10 “Client Analysis Service Charge,” which was deducted from the TOS’s account and credited to Defendant Wells Fargo.

399. Because the Wells Fargo Agreement was not properly approved as required by Ind. Code § 4-13-2-14.1(a) and Ind. Code § 4-13-2-14.3(a), it was void and all payments made under the Agreement were illegal pursuant to Ind. Code § 4-13-2-18(j).

400. Defendant Wells Fargo also submitted claims to the TOS in the form of banking statements prior to the effective date of the purported Wells Fargo Agreement (which was void) as well as after the purported Agreement’s termination.

401. Between April 30, 2015 and September 30, 2019, Defendant Wells Fargo submitted at least 51 false or fraudulent invoices to the State of Indiana totaling at least \$885,816.77.

402. Upon information and belief, Defendant Wells Fargo continues to submit fraudulent invoices to the TOS for payments on the void Wells Fargo Agreement, which are illegal under Indiana law.

### **XIII. FACTUAL ALLEGATIONS RELATED TO DEFENDANT HUNTINGTON**

403. Holden incorporates by reference paragraphs 1-35 of his complaint as if the same were set forth at length herein.

404. Defendant Huntington is a large banking and financial institution that operates 920 branches in 7 states, including Indiana. It's parent company, Huntington Bancshares, Inc. is headquartered in Columbus, Ohio, and has total assets of \$104 billion. Defendant Huntington, and its predecessor Sky Bank, had previously entered into contracts with agencies of the State of Indiana other than the TOS. All of these contracts were properly executed, contained all clauses required by law and were approved by the Commissioner of the Department of Administration, the Director of the State Budget Agency and the Indiana Attorney General.

405. Defendant Huntington has been a large and early financial supporter of Defendant Mitchell's political campaigns. Defendant Huntington has contributed thousands of dollars to the "Kelly for Indiana" committee, Defendant Mitchell's state campaign committee.

406. Defendant Huntington has also been listed on Defendant Mitchell's state financial disclosure statement filed with the Indiana State Ethics Commission as having given personal gifts to Defendant Mitchell, her spouse, or unemancipated children, valued in excess of \$100.00.

407. On or about April 20, 2015, Defendant Huntington purported to enter into a "Treasury Management Services Agreement" (hereinafter, "Huntington Agreement") with the TOS. The Huntington Agreement had a purported term beginning April 20, 2015 and no clear ending date. The Huntington Agreement was signed by the Defendant Logan for the TOS on April 20, 2015. No official representative from Defendant Huntington ever signed the Huntington Agreement.

408. The Huntington Agreement was not competitively bid and did not go through the State's procurement process.

409. The Huntington Agreement was never approved by the Commissioner of the Indiana Department of Administration as required by Ind. Code § 4-13-2-14.1(a)(1).

410. The Huntington Agreement was never approved by the Director of the State Budget Agency as required by Ind. Code § 4-13-2-14.1(a)(2).

411. The Huntington Agreement was never approved by the Indiana Attorney General for form and legality as required by Ind. Code § 4-13-2-14.1(a)(3) and Ind. Code § 4-13-2-14.3(a).

412. The Huntington Agreement also did not contain several contract provisions required by Indiana law or the State of Indiana's Professional Services Contract Manual before a contract may be approved for form and legality, including: a



Certification required by the Indiana Telephone Solicitation law, Ind. Code § 5-22-3-7; a Drug-Free Workplace Certification required by Governor's Executive Order 90-5; an Employment Eligibility Verification Certification required by Ind. Code § 22-5-1.7-11; a Funding Cancellation Clause Acknowledgement, as required by Ind. Code § 5-22-17-5 and Financial Management Circular 2007-1; and a Non-Discrimination Clause, as required by the Indiana Civil Rights Law, Ind. Code § 22-9-1-10.

413. The Huntington Agreement lacks a definite term in violation of State policy.

414. The Huntington Agreement includes clauses in which the TOS agrees to indemnify Defendant Huntington in violation of state policy and the state constitution.

415. On or about October 30, 2015, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$16,834.76 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

416. On or about November 30, 2015, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$15,837.82 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

417. On or about December 31, 2015, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$17,285.66 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

418. On or about January 31, 2016, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$16,471.49 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

419. On or about February 29, 2016, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$19,786.15 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

420. On or about March 31, 2016, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$21,379.44 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

421. On or about April 30, 2016, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$20,177.54 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

422. On or about May 31, 2016, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$17,265.97 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

423. On or about June 30, 2016, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$18,114.82 service charge for the prior

month, which was deducted from the TOS's account and credited to Defendant Huntington.

424. On or about July 31, 2016, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$17,227.17 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

425. On or about August 31, 2016, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$15,112.79 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

426. On or about September 30, 2016, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$18,410.99 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

427. On or about October 31, 2016, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$15,873.66 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

428. On or about November 30, 2016, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$16,071.56 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

429. On or about December 31, 2016, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$15,377.54 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

430. On or about January 31, 2017, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$15,130.11 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

431. On or about February 28, 2017, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$18,494.82 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

432. On or about March 31, 2017, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$18,325.77 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

433. On or about April 30, 2017, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$20,288.10 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

434. On or about May 31, 2017, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$16,656.39 service charge for the prior

month, which was deducted from the TOS's account and credited to Defendant Huntington.

435. On or about June 30, 2017, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$17,474.78 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

436. On or about July 31, 2017, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$16,006.53 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

437. On or about August 31, 2017, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$16,177.71 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

438. On or about September 30, 2017, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$16,732.88 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

439. On or about October 31, 2017, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$15,020.26 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

440. On or about November 30, 2017, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$15,784.61 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

441. On or about December 31, 2017, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$15,145.89 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

442. On or about January 31, 2018, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$14,450.60 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

443. On or about February 28, 2018, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$18,957.87 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

444. On or about March 31, 2018, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$17,808.37 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

445. On or about April 30, 2018, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$20,121.75 service charge for the prior

month, which was deducted from the TOS's account and credited to Defendant Huntington.

446. On or about May 31, 2018, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$18,552.47 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

447. On or about June 30, 2018, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$16,324.55 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

448. On or about July 31, 2018, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$14,456.96 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

449. On or about August 31, 2018, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$15,082.86 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

450. On or about September 30, 2018, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$17,056.03 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

451. On or about October 31, 2018, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$13,993.15 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

452. On or about November 30, 2018, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$15,930.02 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

453. On or about December 31, 2018, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$14,704.24 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

454. On or about January 31, 2019, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$14,425.91 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

455. On or about February 28, 2019, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$17,399.48 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

456. On or about March 31, 2019, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$17,015.98 service charge for the prior



month, which was deducted from the TOS's account and credited to Defendant Huntington.

457. On or about April 30, 2019, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$17,434.92 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

458. On or about May 31, 2019, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$17,188.41 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

459. On or about June 30, 2019, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$14,972.84 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

460. On or about July 31, 2019, Defendant Huntington submitted a banking statement to the TOS. The statement included a \$13,435.66 service charge for the prior month, which was deducted from the TOS's account and credited to Defendant Huntington.

461. Because the Huntington Agreement was not properly approved as required by Ind. Code § 4-13-2-14.1(a) and Ind. Code § 4-13-2-14.3(a), it was void and all payments made under the Agreement were illegal pursuant to Ind. Code § 4-13-2-18(j).

462. Between October 30, 2015 and July 31, 2019, Defendant Huntington submitted at least 46 false or fraudulent invoices to the State of Indiana totaling at least \$771,777.28.

463. Upon information and belief, Defendant Huntington continues to submit fraudulent invoices to the TOS for payments on the void Huntington Agreement, which are illegal under Indiana law.

#### **XIV. FACTUAL ALLEGATIONS RELATED TO DEFENDANT PTA**

464. Holden incorporates by reference paragraphs 1-35 of his complaint as if the same were set forth at length herein.

465. Defendant PTA is a Colorado corporation that provides financial management of local government investment pools. Defendant PTA does business in the State of Indiana.

466. While Defendant PTA is prohibited from donating to Defendant Mitchell by federal securities rules, Defendant PTA's principals have a long-standing relationship with Barnes and Thornburg LLP, a large donor and fundraiser for Defendant Mitchell. Defendant Mitchell also has a longstanding personal relationship with the principals of Defendant PTA from the time when many of them worked for MBIA, Inc., which held the first contract to manage TrustINdiana, the State's local government investment pool.

467. Defendant PTA has also been listed on Defendant Mitchell's state financial disclosure statement as having given personal gifts to Defendant Mitchell, her spouse, or unemancipated children, valued in excess of \$100.00.

468. Sometime in early 2015, Defendant Mitchell and the TOS terminated an existing contract for management of TrustINdiana, which had been held by Cutwater Investor Services Corporation.

469. On February 16, 2015, Defendant PTA entered into a new contract for management of Trust Indiana. The term of that contract began on May 1, 2015 and ended on May 1, 2018. That contract was properly executed and was approved by the Commissioner of the Department of Administration, the Director of the State Budget Agency and the Indiana Attorney General (although it was not posted to the State of Indiana's State Transparency Portal website).

470. On or about April 16, 2018, Defendant PTA purported to enter into a "First Amendment to Administrator and Investment Advisor Services Agreement Between the Treasurer of the State of Indiana and Public Trust Advisors, LLC" (hereinafter, "PTA Agreement") with the TOS. The PTA Agreement was signed for Defendant PTA on April 12, 2018, by Partner Randy Palomba, and for the TOS by Defendant Mitchell on April 16, 2018. The PTA Agreement was also signed by Defendant Frick. The PTA Agreement had a purported term beginning upon May 1, 2018 and ending April 30, 2020. Defendant PTA, Defendant Mitchell and Defendant Frick did not follow the proper procedures for renewal or amendment of this contract.

471. The PTA Agreement was not competitively bid and did not go through the State's procurement process.

472. The PTA Agreement was never approved by the Commissioner of the Indiana Department of Administration as required by Ind. Code § 4-13-2-14.1(a)(1).

473. The PTA Agreement was never approved by the Director of the State Budget Agency as required by Ind. Code § 4-13-2-14.1(a)(2).

474. The PTA Agreement was never approved by the Indiana Attorney General for form and legality as required by Ind. Code § 4-13-2-14.1(a)(3) and Ind. Code § 4-13-2-14.3(a).

475. On or about May 31, 2018, Defendant PTA submitted an "Invoice for Investment Advisory and Administrative Services for TrustINDiana" to the TOS. This invoice included a \$116,994.62 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on June 4, 2018.

476. On or about June 30, 2018, Defendant PTA submitted an "Invoice for Investment Advisory and Administrative Services for TrustINDiana" to the TOS. This invoice included a \$118,103.73 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on July 3, 2018.

477. On or about July 31, 2018, Defendant PTA submitted an "Invoice for Investment Advisory and Administrative Services for TrustINDiana" to the TOS. This invoice included a \$122,717.49 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on August 2, 2018.

478. On or about August 31, 2018, Defendant PTA submitted an "Invoice for Investment Advisory and Administrative Services for TrustINDiana" to the TOS. This invoice included a \$125,362.97 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on September 5, 2018.

479. On or about September 30, 2018, Defendant PTA submitted an “Invoice for Investment Advisory and Administrative Services for TrustINDiana” to the TOS. This invoice included a \$113,691.51 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on October 23, 2018.

480. On or about October 31, 2018, Defendant PTA submitted an “Invoice for Investment Advisory and Administrative Services for TrustINDiana” to the TOS. This invoice included a \$119,180.08 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on November 2, 2018.

481. On or about November 30, 2018, Defendant PTA submitted an “Invoice for Investment Advisory and Administrative Services for TrustINDiana” to the TOS. This invoice included a \$118,053.19 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on December 4, 2018.

482. On or about December 31, 2019, Defendant PTA submitted an “Invoice for Investment Advisory and Administrative Services for TrustINDiana” to the TOS. This invoice included a \$119,595.10 total fee amount for that month. Payment was approved from the TOS by Defendant Barger on January 3, 2019 and Defendant Frick on January 4, 2019.

483. On or about January 31, 2019, Defendant PTA submitted an “Invoice for Investment Advisory and Administrative Services for TrustINDiana” to the TOS. This invoice included a \$115,003.12 total fee amount for that month. Payment was approved from the TOS by Defendant Frick on February 5, 2019 and Defendant Barger on February 4, 2019.

484. On or about February 28, 2019, Defendant PTA submitted an "Invoice for Investment Advisory and Administrative Services for TrustINDiana" to the TOS. This invoice included a \$102,438.39 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on March 7, 2019.

485. On or about March 31, 2019, Defendant PTA submitted an "Invoice for Investment Advisory and Administrative Services for TrustINDiana" to the TOS. This invoice included a \$116,394.82 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on April 2, 2019.

486. On or about April 30, 2019, Defendant PTA submitted an "Invoice for Investment Advisory and Administrative Services for TrustINDiana" to the TOS. This invoice included a \$110,828.02 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on May 1, 2019.

487. On or about May 31, 2019, Defendant PTA submitted an "Invoice for Investment Advisory and Administrative Services for TrustINDiana" to the TOS. This invoice included a \$122,035.84 total fee amount for that month. Payment was approved from the TOS by Defendant Barger on June 5, 2019 and Defendant Frick on June 6, 2019.

488. On or about June 30, 2019, Defendant PTA submitted an "Invoice for Investment Advisory and Administrative Services for TrustINDiana" to the TOS. This invoice included a \$122,038.27 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on July 2, 2019.

489. On or about July 31, 2019, Defendant PTA submitted an "Invoice for Investment Advisory and Administrative Services for TrustINDiana" to the TOS. This

invoice included a \$130,982.30 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on August 6, 2019.

490. On or about August 31, 2019, Defendant PTA submitted an “Invoice for Investment Advisory and Administrative Services for TrustINDiana” to the TOS. This invoice included a \$127,767.08 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on September 9, 2019.

491. On or about September 30, 2019, Defendant PTA submitted an “Invoice for Investment Advisory and Administrative Services for TrustINDiana” to the TOS. This invoice included a \$119,207.71 total fee amount for that month. Payment was approved from the TOS by Defendant Frick and Defendant Barger on October 3, 2019.

492. On or about October 31, 2019, Defendant PTA submitted an “Invoice for Investment Advisory and Administrative Services for TrustINDiana” to the TOS. This invoice included a \$121,082.28 total fee amount for that month. Payment was approved from the TOS by Defendant Barger on November 1, 2019 and Defendant Frick on November 7, 2019.

493. Because the PTA Agreement was not properly approved as required by Ind. Code § 4-13-2-14.1(a) and Ind. Code § 4-13-2-14.3(a), it was void and all payments made under the Agreement were illegal pursuant to Ind. Code § 4-13-2-18(j).

494. Between May 31, 2018 and October 31, 2019, Defendant PTA submitted at least 18 false or fraudulent invoices to the State of Indiana totaling at least \$2,141,476.10. These fraudulently invoiced amounts were paid to Defendant PTA by the TOS.

495. Upon information and belief, Defendant PTA continues to submit fraudulent invoices to the TOS for payments on the void PTA Agreement, which are illegal under Indiana law.

#### **XV. FACTUAL ALLEGATIONS RELATED TO DEFENDANT MITCHELL**

496. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

497. Defendant Mitchell has served as the Indiana Treasurer of State from November 18, 2014 to the present. In this position, she has authority and control over the TOS.

498. As Indiana Treasurer of State, Defendant Mitchell appointed Defendant Battle, Defendant Larson, Defendant Locke, Defendant Frick and Defendant Logan as deputy treasurers pursuant to Ind. Code § 5-6-1-1 and Ind. Code § 5-6-1-2. Defendant Mitchell is responsible for all the official acts of her deputies pursuant to Ind. Code § 5-6-1-2. Defendant Mitchell also hired Defendant Barger as Director of TrustINdiana, Indiana's local government investment pool.

499. From 2007 to 2014, Defendant Mitchell served as the Director for TrustINdiana, Indiana's local government investment pool. During this time, Mitchell was an employee of the TOS.

#### **XVI. FACTUAL ALLEGATIONS RELATED TO DEFENDANT BATTLE**

500. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.



501. Defendant Battle was appointed Chief Deputy Treasurer and General Counsel in the TOS by Defendant Mitchell on or about November 18, 2014. Defendant Battle served in this position until approximately January 17, 2017. In this position, Defendant Battle oversaw the procurement and administration of all contracts for the TOS.

502. Defendant Battle was at all relevant times a licensed attorney in the State of Indiana.

503. Defendant Battle had previously served as General Counsel at the TOS from October 2011 to November 2012.

504. Defendant Battle worked as a volunteer on Defendant Mitchell's 2014 campaign for Indiana State Treasurer.

#### **XVI. FACTUAL ALLEGATIONS RELATED TO DEFENDANT LARSON**

505. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

506. Defendant Larson was appointed Chief Deputy Treasurer in the TOS by Defendant Mitchell on or about January 31, 2017. Defendant Larson served in this position until approximately May 4, 2018. In this position, Defendant Larson oversaw the procurement and administration of all contracts for the TOS.

507. Prior to her appointment as Chief Deputy Treasurer, Defendant Larson was employed as the Communications and Legislative Director for the TOS from May 2015 to January 2017.

508. Defendant Larson was given the TOS “Sentinel of the Vault” award by Defendant Mitchell in 2018. This award was created by Defendant Mitchell and, according to the TOS website, awardees “are chosen by the Treasurer and have demonstrated excellence as fiduciaries to the public funds of Indiana and dedication to serving all Hoosiers.”

#### **XVII. FACTUAL ALLEGATIONS RELATED TO DEFENDANT LOCKE**

509. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

510. Defendant Locke was appointed Deputy Treasurer and General Counsel for the TOS by Defendant Mitchell on May 7, 2017. Defendant Locke continues to serve in this position until the present and also serves as Executive Director of the Indiana Board for Depositories. As Deputy Treasurer and General Counsel for the TOS, Defendant Locke oversees the procurement and administration of all contracts for the TOS.

511. Defendant Locke was at all relevant times a licensed attorney in the State of Indiana.

512. Defendant Locke previously served as legal counsel to the Indiana State Police where he focused on privacy, pensions, procurement, and marijuana.

#### **XVIII. FACTUAL ALLEGATIONS RELATED TO DEFENDANT FRICK**

513. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

514. Defendant Frick was re-appointed Deputy Treasurer and Portfolio Manager for the TOS by Defendant Mitchell in November 2014. Defendant Frick continues to serve in that position until the present. As Deputy Treasurer and Portfolio Manager for the TOS, Defendant Frick oversees the receipt, disbursement and investment of all funds held by the TOS. With the exception of approximately one year, during which he served as a Deputy State Auditor, Defendant Frick has been employed by the TOS for over 30 years. Defendant Frick has held his current position with the TOS for most of that time.

515. Defendant Frick was at all relevant times a licensed certified public accountant in the State of Indiana.

#### **XIX. FACTUAL ALLEGATIONS RELATED TO DEFENDANT LOGAN**

516. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

517. Defendant Logan was re-appointed Deputy Treasurer and Director of Operations for the TOS by Defendant Mitchell in November 2014. Defendant Logan continues to serve in that position until the present. As Deputy Treasurer and Director of Operations for the TOS, Defendant Logan oversees the receipt and disbursement of all funds held by the TOS. Defendant Frick has held her current position with the TOS for many years and has been employed by the TOS since 1985.

#### **XX. FACTUAL ALLEGATIONS RELATED TO DEFENDANT BARGER**

518. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

519. Defendant Barger was hired by Defendant Mitchell as Director of TrustINDiana, Indiana's local government investment pool in November 2014. Defendant Barger continues to serve in that position until the present and is an employee of the TOS.

520. Defendant Barger served as the treasurer for Defendant Mitchell's "Kelly for Indiana" state political campaign committee from October 15, 2013 until July 14, 2014.

## **XXI. CAUSES OF ACTION AGAINST ICE MILLER**

### **COUNT I: SUBMISSION OF FALSE OR FRAUDULENT CLAIMS TO THE STATE IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

521. Holden incorporates by reference paragraphs 1-108 of his complaint as if the same were set forth at length herein.

522. On or about December 14, 2015, Defendant Ice Miller knowingly or intentionally procured a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

523. From February 10, 2015 to the present, Defendant Ice Miller knowingly or intentionally presented or caused false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1).

524. From February 10, 2015 to the present, Defendant Ice Miller knowingly or intentionally made, used, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2).

525. Specifically, between February 10, 2015 and the present, Defendant Ice Miller submitted at least 57 false or fraudulent claims to the State of Indiana totaling at least \$168,377.24.

526. As a consequence of the foregoing, Defendant Ice Miller is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Ice Miller is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

527. Holden incorporates by reference paragraphs 1-108 of his complaint as if the same were set forth at length herein.

528. On or about December 14, 2014, Defendant Ice Miller, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to procure a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

529. From February 10, 2015 to the present, Defendant Ice Miller, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1) and § 5-11-5.5-2(b)(7).

530. From February 10, 2015 to the present, Defendant Ice Miller, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to make, use, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2) and Ind. Code § 5-11-5.5-2(b)(7).

531. Specifically, between February 10, 2015 and the present, Defendant Ice Miller submitted at least 57 false or fraudulent claims to the State of Indiana totaling at least \$168,377.24.

532. As a consequence of the foregoing, Defendant Ice Miller is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Ice Miller is liable for the costs of this civil action brought to recover penalties or damages.

## **XXII. CAUSES OF ACTION AGAINST OLD NATIONAL**

### **COUNT I: SUBMISSION OF FALSE OR FRAUDULENT CLAIMS TO THE STATE IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

533. Holden incorporates by reference paragraphs 1-35 and 109-143 of his complaint as if the same were set forth at length herein.

534. On or about January 30, 2018, Defendant Old National knowingly or intentionally procured a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

535. From March 31, 2018 to the present, Defendant Old National knowingly or intentionally presented or caused false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1).

536. From March 31, 2018 to the present, Defendant Old National knowingly or intentionally made, used, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2).

537. Specifically, between March 31, 2018 and the present, Defendant Old National submitted at least 19 false or fraudulent claims to the State of Indiana totaling at least \$131,941.87.

538. As a consequence of the foregoing, Defendant Old National is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Old National is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN  
VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

539. Holden incorporates by reference paragraphs 1-35 and 109-143 of his complaint as if the same were set forth at length herein.

540. On or about January 30, 2018, Defendant Old National, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with

Defendant Mitchell and other individual Defendants to procure a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

541. From March 31, 2018 to the present, Defendant Old National, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1) and § 5-11-5.5-2(b)(7).

542. From March 31, 2018 to the present, Defendant Old National, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to make, use, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2) and Ind. Code § 5-11-5.5-2(b)(7).

543. Specifically, between March 31, 2018 and the present, Defendant Old National, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to submit at least 19 false or fraudulent claims to the State of Indiana totaling at least \$131,941.87.

544. As a consequence of the foregoing, Defendant Old National is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition,



Defendant Old National is liable for the costs of this civil action brought to recover penalties or damages.

**XXIII. CAUSES OF ACTION AGAINST DEFENDANT BMO HARRIS**

**COUNT I: SUBMISSION OF FALSE OR FRAUDULENT CLAIMS TO THE STATE IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

545. Holden incorporates by reference paragraphs 1-35 and 144-182 of his complaint as if the same were set forth at length herein.

546. On or about December 4, 2017, Defendant BMO Harris knowingly or intentionally procured a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

547. From August 10, 2017 to the present, both before and after the procurement of the fraudulent and void contract, Defendant BMO Harris knowingly or intentionally presented or caused false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1).

548. From August 10, 2017 to the present, Defendant BMO Harris knowingly or intentionally made, used, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2).

549. Specifically, between August 10, 2017 and the present, Defendant BMO Harris submitted at least 27 false or fraudulent claims to the State of Indiana totaling at least \$334,150.55.

550. As a consequence of the foregoing, Defendant BMO Harris is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant BMO Harris is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

551. Holden incorporates by reference paragraphs 1-35 and 144-182 of his complaint as if the same were set forth at length herein.

552. On or about December 4, 2017, Defendant BMO Harris, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to procure a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

553. From August 10, 2017 to the present, both before and after the procurement of the fraudulent and void contract, Defendant BMO Harris, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1) and Ind. Code § 5-11-5.5-2(b)(7).

554. From August 10, 2017 to the present, Defendant BMO Harris, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to make, use, or

caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2) and Ind. Code § 5-11-5.5-2(b)(7).

555. Specifically, between August 10, 2017 and the present, Defendant BMO Harris, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to submit at least 27 false or fraudulent claims to the State of Indiana totaling at least \$334,150.55.

556. As a consequence of the foregoing, Defendant BMO Harris is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant BMO Harris is liable for the costs of this civil action brought to recover penalties or damages.

#### **XXIV. CAUSES OF ACTION AGAINST DEFENDANT FIFTH THIRD**

##### **COUNT I: SUBMISSION OF FALSE OR FRAUDULENT CLAIMS TO THE STATE IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

557. Holden incorporates by reference paragraphs 1-35 and 183-221 of his complaint as if the same were set forth at length herein.

558. On or about July 20, 2018, Defendant Fifth Third knowingly or intentionally procured a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

559. From October 1, 2017 to the present, both before and after the procurement of the fraudulent and void contract, Defendant Fifth Third knowingly or intentionally presented or caused false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1).

560. From October 1, 2017 to the present, Defendant Fifth Third knowingly or intentionally made, used, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2).

561. Specifically, between October 1, 2017 and the present, Defendant Fifth Third submitted at least 24 false or fraudulent claims to the State of Indiana totaling at least \$228,704.91.

562. As a consequence of the foregoing, Defendant Fifth Third is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Fifth Third is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

563. Holden incorporates by reference paragraphs 1-35 and 183-221 of his complaint as if the same were set forth at length herein.

564. On or about July 10, 2018, Defendant Fifth Third, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with

Defendant Mitchell and other individual Defendants to procure a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

565. From October 1, 2017 to the present, both before and after the procurement of the fraudulent and void contract, Defendant Fifth Third, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1) and Ind. Code § 5-11-5.5-2(b)(7).

566. From October 1, 2017 to the present, Defendant Fifth Third, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to make, use, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2) and Ind. Code § 5-11-5.5-2(b)(7).

567. Specifically, between October 1, 2017 and the present, Defendant Fifth Third, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to submit at least 24 false or fraudulent claims to the State of Indiana totaling at least \$228,704.91.

568. As a consequence of the foregoing, Defendant Fifth Third is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition,

Defendant Fifth Third is liable for the costs of this civil action brought to recover penalties or damages.

**XXV. CAUSES OF ACTION AGAINST DEFENDANT JP MORGAN**

**COUNT I: SUBMISSION OF FALSE OR FRAUDULENT CLAIMS TO THE STATE IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

569. Holden incorporates by reference paragraphs 1-35 and 222-296 of his complaint as if the same were set forth at length herein.

570. From December 1, 2014 to the present, Defendant JP Morgan knowingly or intentionally presented or caused false or fraudulent claims to be submitted to the State of Indiana without a valid contract to support such payments in violation of Ind. Code § 5-11-5.5-2(b)(1) and Ind. Code § 4-13-2-18(j).

571. From December 1, 2014 to the present, Defendant JP Morgan knowingly or intentionally made, used, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2) and Ind. Code § 4-13-2-18(j).

572. Specifically, between December 1, 2014 and the present, Defendant JP Morgan submitted at least 62 false or fraudulent claims to the State of Indiana totaling at least \$535,061.51.

573. As a consequence of the foregoing, Defendant JP Morgan is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition,

Defendant JP Morgan is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

574. Holden incorporates by reference paragraphs 1-35 and 222-296 of his complaint as if the same were set forth at length herein.

575. From December 1, 2014 to the present, Defendant JP Morgan, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1) and § 5-11-5.5-2(b)(7).

576. From December 1, 2014 to the present, Defendant JP Morgan, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to make, use, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2) and § 5-11-5.5-2(b)(7).

577. Specifically, between December 1, 2014 and the present, Defendant JP Morgan, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to submit at least 62 false or fraudulent claims to the State of Indiana totaling at least \$535,061.51.

578. As a consequence of the foregoing, Defendant JP Morgan is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant JP Morgan is liable for the costs of this civil action brought to recover penalties or damages.

**XXVI. CAUSES OF ACTION AGAINST DEFENDANT PNC**

**COUNT I: SUBMISSION OF FALSE OR FRAUDULENT CLAIMS TO THE STATE IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

579. Holden incorporates by reference paragraphs 1-35 and 297-324 of his complaint as if the same were set forth at length herein.

580. On or about September 25, 2018, Defendant PNC knowingly or intentionally procured a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

581. From July 1, 2018 to the present, both before and after the procurement of the fraudulent and void contract, Defendant PNC knowingly or intentionally presented or caused false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1).

582. From July 1, 2018 to the present, Defendant PNC knowingly or intentionally made, used, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2).



583. Specifically, between July 1, 2018 and the present, Defendant PNC submitted at least 15 false or fraudulent claims to the State of Indiana totaling at least \$1,096,104.60.

584. As a consequence of the foregoing, Defendant PNC is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant PNC is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

585. Holden incorporates by reference paragraphs 1-35 and 297-324 of his complaint as if the same were set forth at length herein.

586. On or about September 25, 2018, Defendant PNC, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to procure a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

587. From July 1, 2018 to the present, both before and after the procurement of the fraudulent and void contract, Defendant PNC, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1) and Ind. Code § 5-11-5.5-2(b)(7).

588. From July 1, 2018 to the present, Defendant PNC, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to make, use, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2) and Ind. Code § 5-11-5.5-2(b)(7).

589. Specifically, between July 1, 2018 and the present, Defendant PNC, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to submit at least 15 false or fraudulent claims to the State of Indiana totaling at least \$1,096,104.60.

590. As a consequence of the foregoing, Defendant PNC is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant PNC is liable for the costs of this civil action brought to recover penalties or damages.

## **XXVII. CAUSES OF ACTION AGAINST DEFENDANT BNY MELLON**

### **COUNT I: SUBMISSION OF FALSE OR FRAUDULENT CLAIMS TO THE STATE IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

591. Holden incorporates by reference paragraphs 1-35 and 325-340 of his complaint as if the same were set forth at length herein.

592. From December 7, 2017 to the present, Defendant BNY Mellon knowingly or intentionally presented or caused false or fraudulent claims to be submitted to the

State of Indiana without a valid contract to support such payments in violation of Ind. Code § 5-11-5.5-2(b)(1) and Ind. Code § 4-13-2-18(j).

593. From December 7, 2017 to the present, Defendant BNY Mellon knowingly or intentionally made, used, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2) and Ind. Code § 4-13-2-18(j).

594. Specifically, between December 7, 2017 and the present, Defendant BNY Mellon submitted at least 8 false or fraudulent claims to the State of Indiana totaling at least \$271,555.98.

595. As a consequence of the foregoing, Defendant BNY Mellon is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant BNY Mellon is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

596. Holden incorporates by reference paragraphs 1-35 and 325-340 of his complaint as if the same were set forth at length herein.

597. From December 7, 2017 to the present, Defendant BNY Mellon, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to present or cause

false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1) and Ind. Code § 5-11-5.5-2(b)(7).

598. From December 7, 2017 to the present, Defendant BNY Mellon, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to make, use, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2) and Ind. Code § 5-11-5.5-2(b)(7).

599. Specifically, between December 7, 2017 and the present, Defendant BNY Mellon, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to submit at least 8 false or fraudulent claims to the State of Indiana totaling at least \$271,555.98.

600. As a consequence of the foregoing, Defendant BNY Mellon is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant BNY Mellon is liable for the costs of this civil action brought to recover penalties or damages.

**XXVIII. CAUSES OF ACTION AGAINST DEFENDANT WELLS FARGO**

**COUNT I: SUBMISSION OF FALSE OR FRAUDULENT CLAIMS TO THE STATE IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

601. Holden incorporates by reference paragraphs 1-35 and 341-402 of his complaint as if the same were set forth at length herein.

602. On or about September 25, 2015, Defendant Wells Fargo knowingly or intentionally procured a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

603. From April 30, 2015 to the present, Defendant Wells Fargo knowingly or intentionally presented or caused false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1).

604. From April 30, 2015 to the present, Defendant Wells Fargo knowingly or intentionally made, used, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2).

605. Specifically, between April 30, 2015 and the present, Defendant Wells Fargo submitted at least 51 false or fraudulent claims to the State of Indiana totaling at least \$885,816.77.

606. As a consequence of the foregoing, Defendant Wells Fargo is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Wells Fargo is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

607. Holden incorporates by reference paragraphs 1-35 and 341-402 of his complaint as if the same were set forth at length herein.

608. On or about September 25, 2015, Defendant Wells Fargo, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to procure a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

609. From April 30, 2015 to the present, Defendant Wells Fargo, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1) and Ind. Code § 5-11-5.5-2(b)(7).

610. From April 30, 2015 to the present, Defendant Wells Fargo, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to make, use, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2) and Ind. Code § 5-11-5.5-2(b)(7).

611. Specifically, between April 30, 2015 and the present, Defendant Wells Fargo, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to submit at least 51 false or fraudulent claims to the State of Indiana totaling at least \$885,816.77.

612. As a consequence of the foregoing, Defendant Wells Fargo is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Wells Fargo is liable for the costs of this civil action brought to recover penalties or damages.

**XXIX. CAUSES OF ACTION AGAINST DEFENDANT HUNTINGTON**

**COUNT I: SUBMISSION OF FALSE OR FRAUDULENT CLAIMS TO THE STATE IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

613. Holden incorporates by reference paragraphs 1-35 and 403-463 of his complaint as if the same were set forth at length herein.

614. On or about April 20, 2015, Defendant Huntington knowingly or intentionally procured a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

615. From October 30, 2015 to the present, Defendant Huntington knowingly or intentionally presented or caused false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1).

616. From October 30, 2015 to the present, Defendant Huntington knowingly or intentionally made, used, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2).

617. Specifically, between October 30, 2015 and the present, Defendant Huntington submitted at least 46 false or fraudulent claims to the State of Indiana totaling at least \$771,777.28.

618. As a consequence of the foregoing, Defendant Huntington is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Huntington is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

619. Holden incorporates by reference paragraphs 1-35 and 403-463 of his complaint as if the same were set forth at length herein.

620. On or about April 20, 2015, Defendant Huntington, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to procure a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

621. From October 30, 2015 to the present, Defendant Huntington, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1) and Ind. Code § 5-11-5.5-2(b)(7).



622. From October 30, 2015 to the present, Defendant Huntington, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to make, use, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2) and Ind. Code § 5-11-5.5-2(b)(7).

623. Specifically, between October 30, 2015 and the present, Defendant Huntington, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to submit at least 46 false or fraudulent claims to the State of Indiana totaling at least \$771,777.28.

624. As a consequence of the foregoing, Defendant Huntington is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Huntington is liable for the costs of this civil action brought to recover penalties or damages.

### **XXX. CAUSES OF ACTION AGAINST DEFENDANT PTA**

#### **COUNT I: SUBMISSION OF FALSE OR FRAUDULENT CLAIMS TO THE STATE IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

625. Holden incorporates by reference paragraphs 1-35 and 464-495 of his complaint as if the same were set forth at length herein.

626. On or about April 16, 2018, Defendant PTA knowingly or intentionally procured a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

627. From May 31, 2018 to the present, Defendant PTA knowingly or intentionally presented or caused false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1).

628. From May 31, 2018 to the present, Defendant PTA knowingly or intentionally made, used, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2).

629. Specifically, between May 31, 2018 and the present, Defendant PTA submitted at least 18 false or fraudulent claims to the State of Indiana totaling at least \$2,141,476.10.

630. As a consequence of the foregoing, Defendant PTA is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant PTA is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

631. Holden incorporates by reference paragraphs 1-35 and 464-495 of his complaint as if the same were set forth at length herein.

632. On or about April 16, 2018, Defendant PTA, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to procure a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

633. From May 31, 2018 to the present, Defendant PTA, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(1) and Ind. Code § 5-11-5.5-2(b)(7).

634. From May 31, 2018 to the present, Defendant PTA, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to make, use, or caused to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(2) and Ind. Code § 5-11-5.5-2(b)(7).

635. Specifically, between May 31, 2018 and the present, Defendant PTA, its authorized agents, representatives, and/or employees knowingly or intentionally conspired with Defendant Mitchell and other individual Defendants to submit at least 18 false or fraudulent claims to the State of Indiana totaling at least \$2,141,476.10.

636. As a consequence of the foregoing, Defendant PTA is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition,

Defendant PTA is liable for the costs of this civil action brought to recover penalties or damages.

**XXXI. CAUSES OF ACTION AGAINST DEFENDANT MITCHELL**

**COUNT I: CAUSING OR INDUCING ANOTHER TO SUBMIT A FALSE CLAIM  
IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

637. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

638. Between November 18, 2014 and the present, Defendant Mitchell knowingly and intentionally used her position as Indiana Treasurer of State to cause or induce Defendant Ice Miller, Defendant Old National, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant PNC, Defendant Huntington, Defendant Wells Fargo and Defendant PTA to enter into fraudulent and void contracts with the TOS in violation of Ind. Code § 4-13-2-18(j).

639. Between November 18, 2014 and the present, Defendant Mitchell knowingly and intentionally used her position as Indiana Treasurer of State to cause or induce Defendant Ice Miller, Defendant Old National, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant PNC, Defendant BNY Mellon, Defendant Huntington, Defendant Wells Fargo and Defendant PTA to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(8) and Ind. Code § 4-13-2-18(j).

640. Between November 18, 2014 and the present, Defendant Mitchell knowingly and intentionally used her position as Indiana Treasurer of State to cause or

induce Defendant Ice Miller, Defendant Old National, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant PNC, Defendant BNY Mellon, Defendant Huntington, Defendant Wells Fargo and Defendant PTA to make, use, or cause to be made or used, false records or statements to obtain payment or approval of false or fraudulent claims by the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(8) and Ind. Code § 4-13-2-18(j).

641. Specifically, between November 18, 2014 and the present, Defendant Mitchell oversaw the payment of submitted at least 326 false or fraudulent claims to the State of Indiana totaling at least \$6,562,267.40.

642. As a consequence of the foregoing, Defendant Mitchell is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Mitchell is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

643. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

644. Between November 18, 2014 and the present, Defendant Mitchell knowingly and intentionally used her position as Indiana Treasurer of State to conspire (in concert with the other individual Defendants) with Defendant Ice Miller, Defendant Old National, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan,

Defendant PNC, Defendant Huntington, Defendant Wells Fargo, and Defendant PTA to enter into fraudulent and void contracts with the TOS in violation of Ind. Code § 4-13-2-18(j).

645. Between November 18, 2014 and the present, Defendant Mitchell knowingly and intentionally used her position as Indiana Treasurer of State to conspire (in concert with the other individual Defendants) with Defendant Ice Miller, Defendant Old National, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant PNC, Defendant BNY Mellon, Defendant Huntington, Defendant Wells Fargo, and Defendant PTA to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(7), and Ind. Code § 4-13-2-18(j).

646. Specifically, between November 18, 2014 and the present, Defendant Mitchell conspired with the other Defendants to induce, accept and pay at least 326 false or fraudulent claims to the State of Indiana totaling at least \$6,562,267.40.

647. As a consequence of the foregoing, Defendant Mitchell is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Mitchell is liable for the costs of this civil action brought to recover penalties or damages.

## **XXXII. CAUSES OF ACTION AGAINST DEFENDANT BATTLE**

### **COUNT I: CAUSING OR INDUCING ANOTHER TO SUBMIT A FALSE CLAIM IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

648. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

649. Between November 18, 2014 and January 17, 2017, Defendant Battle knowingly and intentionally used her position as Chief Deputy Treasurer and General Counsel for the TOS to cause or induce Defendant Ice Miller and Defendant Wells Fargo to enter into fraudulent and void contracts with the TOS in violation of Ind. Code § 4-13-2-18(j).

650. Between November 18, 2014 and January 17, 2017, Defendant Battle knowingly and intentionally used her position as Chief Deputy Treasurer and General Counsel for the TOS to cause or induce Defendant Ice Miller, Defendant JP Morgan, Defendant Huntington, and Defendant Wells Fargo to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(8) and Ind. Code § 4-13-2-18(j).

651. Specifically, between November 18, 2014 and January 17, 2017, Defendant Battle oversaw the submission and payment of at least 136 false or fraudulent claims to the State of Indiana totaling at least \$1,615,347.40.

652. As a consequence of the foregoing, Defendant Battle is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Battle is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN  
VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

653. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

654. Between November 18, 2014 and January 17, 2017, Defendant Battle knowingly and intentionally used her position as Chief Deputy and General Counsel for the TOS to conspire (in concert with the other individual Defendants) with Defendant Ice Miller and Defendant Wells Fargo to enter into fraudulent and void contracts with the TOS in violation of Ind. Code § 4-13-2-18(j).

655. Between November 18, 2014 and January 17, 2017, Defendant Battle knowingly and intentionally used her position as Chief Deputy Treasurer and General Counsel for the TOS to conspire (in concert with the other individual Defendants) with Defendant Ice Miller, Defendant JP Morgan, Defendant Huntington, and Defendant Wells Fargo to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(7), and Ind. Code § 4-13-2-18(j).

656. Specifically, between November 18, 2014 and January 17, 2017, Defendant Battle conspired with the other Defendants to induce, accept and pay at least 136 false or fraudulent claims to the State of Indiana totaling at least \$1,615,347.40.

657. As a consequence of the foregoing, Defendant Battle is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition,



Defendant Battle is liable for the costs of this civil action brought to recover penalties or damages.

**XXXIII. CAUSES OF ACTION AGAINST DEFENDANT LARSON**

**COUNT I: CAUSING OR INDUCING ANOTHER TO SUBMIT A FALSE CLAIM IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

658. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

659. Between January 31, 2017 and May 4, 2018, Defendant Larson knowingly and intentionally used her position as Chief Deputy Treasurer for the TOS to cause or induce Defendant Ice Miller, Defendant ONB, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant BNY Mellon, Defendant Huntington, and Defendant Wells Fargo to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(8) and Ind. Code § 4-13-2-18(j).

660. Specifically, between January 31, 2017 and May 4, 2018, Defendant Larson oversaw the submission and payment of at least 83 false or fraudulent claims to the State of Indiana totaling at least \$1,017,750.70.

661. As a consequence of the foregoing, Defendant Larson is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Larson is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

662. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

663. Between January 31, 2017 and May 4, 2018, Defendant Larson knowingly and intentionally used her position as Chief Deputy Treasurer for the TOS to conspire (in concert with the other individual Defendants) with Defendant Ice Miller, Defendant ONB, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant BNY Mellon, Defendant Huntington, and Defendant Wells Fargo to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(7), and Ind. Code § 4-13-2-18(j).

664. Specifically, between January 31, 2017 and May 4, 2018, Defendant Larson conspired with the other Defendants to induce, accept and pay at least 83 false or fraudulent claims to the State of Indiana totaling at least \$1,017,750.70.

665. As a consequence of the foregoing, Defendant Larson is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Larson is liable for the costs of this civil action brought to recover penalties or damages.

**XXXIV. CAUSES OF ACTION AGAINST DEFENDANT LOCKE**

**COUNT I: CAUSING OR INDUCING ANOTHER TO SUBMIT A FALSE CLAIM IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

666. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

667. Between May 7, 2017 and the present, Defendant Locke knowingly and intentionally used his position as Deputy Treasurer and General Counsel for the TOS to cause or induce Defendant Old National, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant PNC and Defendant PTA to enter into fraudulent and void contracts with the TOS in violation of Ind. Code § 4-13-2-18(j).

668. Between May 7, 2017 and the present, Defendant Locke knowingly and intentionally used his position as Deputy Treasurer and General Counsel for the TOS to cause or induce Defendant Ice Miller, Defendant Old National, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant PNC, Defendant BNY Mellon, Defendant Wells Fargo, Defendant Huntington, and Defendant PTA to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(8) and Ind. Code § 4-13-2-18(j).

669. Specifically, between May 7, 2017 and the present, Defendant Locke oversaw the submission and payment of at least 219 false or fraudulent claims to the State of Indiana totaling at least \$5,552,945.90.

670. As a consequence of the foregoing, Defendant Locke is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Locke is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN  
VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

671. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

672. Between May 7, 2017 and the present, Defendant Locke knowingly and intentionally used his position as Deputy and General Counsel for the TOS to conspire (in concert with the other individual Defendants) with Defendant Old National, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant PNC and Defendant PTA to enter into fraudulent and void contracts with the TOS in violation of Ind. Code § 4-13-2-18(j).

673. Between May 7, 2017 and the present, Defendant Locke knowingly and intentionally used his position as Deputy Treasurer and General Counsel for the TOS to conspire (in concert with the other individual Defendants) with Defendant Ice Miller, Defendant Old National, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant PNC, Defendant BNY Mellon, Defendant Wells Fargo, Defendant Huntington, and Defendant PTA to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(7), and Ind. Code § 4-13-2-18(j).

674. Specifically, between May 7, 2017 and the present, Defendant Locke conspired with the other Defendants to induce, accept and pay at least 219 false or fraudulent claims to the State of Indiana totaling at least \$5,552,945.90.

675. As a consequence of the foregoing, Defendant Locke is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Locke is liable for the costs of this civil action brought to recover penalties or damages.

**XXXV. CAUSES OF ACTION AGAINST DEFENDANT FRICK**

**COUNT I: CAUSING OR INDUCING ANOTHER TO SUBMIT A FALSE CLAIM  
IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

676. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

677. Between November 18, 2014 and the present, Defendant Frick knowingly and intentionally used his position as Deputy Treasurer and Portfolio Manager for the TOS to cause or induce Defendant Old National, Defendant Wells Fargo and Defendant PTA to enter into fraudulent and void contracts with the TOS in violation of Ind. Code § 4-13-2-18(j).

678. Between November 18, 2014 and the present, Defendant Frick knowingly and intentionally used his position as Deputy Treasurer and Portfolio Manager for the TOS to cause or induce Defendant Ice Miller, Defendant Old National, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant PNC, Defendant BNY Mellon, Defendant Huntington, Defendant Wells Fargo and Defendant PTA to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(8) and Ind. Code § 4-13-2-18(j).

679. Specifically, between November 18, 2014 and the present, Defendant Frick oversaw the submission and payment of at least 326 false or fraudulent claims to the State of Indiana totaling at least \$6,562,267.40.

680. As a consequence of the foregoing, Defendant Frick is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Frick is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

681. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

682. Between November 18, 2014 and the present, Defendant Frick knowingly and intentionally used his position as Deputy Treasurer and Portfolio Manager for the TOS to conspire (in concert with the other individual Defendants) with Defendant Old National, Defendant Wells Fargo and Defendant PTA to enter into fraudulent and void contracts with the TOS in violation of Ind. Code § 4-13-2-18(j).

683. Between November 18, 2014 and the present, Defendant Frick knowingly and intentionally used his position as Deputy Treasurer and Portfolio Manager for the TOS to conspire (in concert with the other individual Defendants) with Defendant Ice Miller, Defendant Old National, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant PNC, Defendant BNY Mellon, Defendant Huntington,

Defendant Wells Fargo and Defendant PTA to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(7), and Ind. Code § 4-13-2-18(j).

684. Specifically, between November 18, 2014 and the present, Defendant Frick conspired with the other Defendants to induce, accept and pay at least 326 false or fraudulent claims to the State of Indiana totaling at least \$6,562,267.40.

685. As a consequence of the foregoing, Defendant Frick is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Frick is liable for the costs of this civil action brought to recover penalties or damages.

#### **XXXVI. CAUSES OF ACTION AGAINST DEFENDANT LOGAN**

##### **COUNT I: CAUSING OR INDUCING ANOTHER TO SUBMIT A FALSE CLAIM IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

686. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

687. Between November 18, 2014 and the present, Defendant Logan knowingly and intentionally used her position as Deputy Treasurer and Director of Operations for the TOS to cause or induce Defendant BMO Harris, Defendant Wells Fargo and Defendant Huntington to enter into fraudulent and void contracts with the TOS in violation of Ind. Code § 4-13-2-18(j).

688. Between November 18, 2014 and the present, Defendant Logan knowingly and intentionally used her position as Deputy Treasurer and Director of Operations for the TOS to cause or induce Defendant Ice Miller, Defendant Old National, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant PNC, Defendant BNY Mellon, Defendant Huntington, Defendant Wells Fargo and Defendant PTA to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(8) and Ind. Code § 4-13-2-18(j).

689. Specifically, between November 18, 2014 and the present, Defendant Logan oversaw the submission and payment of at least 326 false or fraudulent claims to the State of Indiana totaling at least \$6,562,267.40.

690. As a consequence of the foregoing, Defendant Logan is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Logan is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN  
VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

691. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

692. Between November 18, 2014 and the present, Defendant Logan knowingly and intentionally used her position as Deputy Treasurer and Director of Operations for the TOS to conspire (in concert with the other individual Defendants) with Defendant



BMO Harris, Defendant Wells Fargo, and Defendant Huntington to enter into fraudulent and void contracts with the TOS in violation of Ind. Code § 4-13-2-18(j).

693. Between November 18, 2014 and the present, Defendant Logan knowingly and intentionally used her position as Deputy Treasurer and Director of Operations for the TOS to conspire (in concert with the other individual Defendants) with Defendant Ice Miller, Defendant Old National, Defendant BMO Harris, Defendant Fifth Third, Defendant JP Morgan, Defendant PNC, Defendant BNY Mellon, Defendant Huntington, Defendant Wells Fargo and Defendant PTA to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(7), and Ind. Code § 4-13-2-18(j).

694. Specifically, between November 18, 2014 and the present, Defendant Logan conspired with the other Defendants to induce, accept and pay at least 326 false or fraudulent claims to the State of Indiana totaling at least \$6,562,267.40.

695. As a consequence of the foregoing, Defendant Logan is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Logan is liable for the costs of this civil action brought to recover penalties or damages.

#### **XXXVII. CAUSES OF ACTION AGAINST DEFENDANT BARGER**

#### **COUNT I: CAUSING OR INDUCING ANOTHER TO SUBMIT A FALSE CLAIM IN VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

696. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

697. Between November 18, 2014 and the present, Defendant Barger knowingly and intentionally used her position as Director of TrustINDiana for the TOS to cause or induce Defendant PTA to enter into a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

698. Between May 1, 2018 and the present, Defendant Barger knowingly and intentionally used her position as Director of TrustINDiana for the TOS to cause or induce Defendant PTA to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(8) and Ind. Code § 4-13-2-18(j).

699. Specifically, between May 1, 2018 and the present, Defendant Barger oversaw and approved the submission and payment of at least 18 false or fraudulent claims to the State of Indiana totaling at least \$2,141,476.52.

700. As a consequence of the foregoing, Defendant Barger is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Barger is liable for the costs of this civil action brought to recover penalties or damages.

**COUNT II: CONSPIRACY TO DEFRAUD THE STATE OF INDIANA IN  
VIOLATION OF THE INDIANA FALSE CLAIMS ACT**

701. Holden incorporates by reference paragraphs 1-495 of his complaint as if the same were set forth at length herein.

702. Between November 18, 2014 and the present, Defendant Barger knowingly and intentionally used her position as Director of TrustINDiana for the TOS to conspire (in concert with the other individual Defendants) with Defendant PTA to enter into a fraudulent and void contract with the TOS in violation of Ind. Code § 4-13-2-18(j).

703. Between May 1, 2018 and the present, Defendant Barger knowingly and intentionally used her position as Director of Operations of TrustINDiana for the TOS to conspire (in concert with the other individual Defendants) with Defendant PTA to present or cause false or fraudulent claims to be submitted to the State of Indiana in violation of Ind. Code § 5-11-5.5-2(b)(7), and Ind. Code § 4-13-2-18(j).

704. Specifically, between May 1, 2018 and the present, Defendant Barger conspired with the other Defendants to induce, accept and pay at least 18 false or fraudulent claims to the State of Indiana totaling at least \$2,141,476.52.

705. As a consequence of the foregoing, Defendant Barger is liable to the State of Indiana for a civil penalty of at least \$5,000.00 per false or fraudulent claim and up to three times the amount of damages sustained by the State of Indiana. In addition, Defendant Barger is liable for the costs of this civil action brought to recover penalties or damages.

**XXXVIII. REQUESTED RELIEF**

WHEREFORE, Plaintiff Holden, by counsel, respectfully requests that this Court find for him and:

1. Enjoin Defendants from any further violations of Ind. Code § 4-13-2-18(j) and the Indiana False Claims Act, Ind. Code §§ 5-11-5.5 *et. seq.*;
2. Require that Defendants reimburse the State of Indiana for three times the amount of each and every false claim submitted for reimbursement;
3. Require that Defendants pay penalties for each and every violation of the Indiana False Claims Act in the amount of at least \$5,000.00 per false claim.
4. Pay to Holden an award under the Indiana False Claims Act;
5. Pay pre- and post-judgment interest to Holden;
6. Pay Holden's attorneys' fees and the expenses and costs incurred in litigating this action; and
7. Pay to Holden any and all other legal and/or equitable damages that this Court determines appropriate and just to grant.

Respectfully submitted,

/s/ Christopher S. Wolcott  
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The Wolcott Law Firm LLC  
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Attorney for Plaintiff, James Holden

**DEMAND FOR JURY TRIAL**

Plaintiff, James Holden, by counsel, requests a trial by jury on all issues deemed so triable.

Respectfully submitted,

/s/ Christopher S. Wolcott  
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Attorney for Plaintiff, James Holden