

STATE OF INDIANA)
) SS:
COUNTY OF MARION) CAUSE NO. _____

INDIANA PROPERTY RIGHTS ALLIANCE, INC.,)
AT HOME IN INDY, LLC,)
BLACKSTONE APARTMENTS GREENWOOD LLC,)
BRYANT EQUITY LLC,)
CIRCLE CITY HOMES LLC,)
CROSSROADS RENTAL PROPERTIES LLC,)
ETHAN HATCHER,)
GREENWOOD TOWNHOMES LLC,)
NIVESH REAL ESTATE INVESTMENTS LLC,)
PERSISTENT PROPERTIES LLC,)
RED MAPLE APARTMENTS LLC,)
S & C FINANCIAL GROUP, LLC,)
SOVEREIGN PROPERTY INVESTMENTS II, LLC,)
SPEEDWAY APARTMENTS LLC,)
TIMBERSIDE ASSETS, LLC,)
102 N. DENNY STREET TRUST,)
531 N. ALTON AVE TRUST, and)
1062 N. BERWICK AVE TRUST,)
)
Plaintiffs,)
)
v.)
)
ERIC HOLCOMB, in his official capacity)
as GOVERNOR of the State of Indiana, and)
STATE OF INDIANA)
)
Defendants.)

COMPLAINT

COME NOW Plaintiffs, Indiana Property Rights Alliance, Inc., At Home in Indy, LLC, Blackstone Apartments Greenwood LLC, Bryant Equity LLC, Circle City Homes LLC, Crossroads Rental Properties LLC, Ethan Hatcher, Greenwood Townhomes LLC, Nivesh Real Estate Investments LLC, Persistent Properties LLC, Red Maple Apartments LLC, S & C Financial Group, LLC, Sovereign Property Investments II, LLC, Speedway Apartments LLC, Timberside

Assets, LLC, 102 N. Denny Street Trust, 531 N. Alton Ave Trust, and 1062 N. Berwick Ave Trust (collectively, “Plaintiffs”), by counsel, and allege and state as follows:

FACTUAL ALLEGATIONS

1. In response to the coronavirus (“COVID-19”) pandemic of 2020 (the “Pandemic”), Governor Eric J. Holcomb, in his official capacity as Governor of the State of Indiana (the “Governor”), issued Exec. Order 20-02, declaring a public health emergency throughout the State of Indiana for an initial period of thirty (30) days.

2. The Governor repeatedly extended the public health emergency caused by the Pandemic, causing it to remain in effect from approximately March of 2020 until March of 2022 (the “Emergency Period”).

3. Throughout the Emergency Period, the Governor issued numerous executive orders substantially impacting contracts and real property throughout the State of Indiana.

4. In Exec. Order 20-04, dated March 16, 2020, the Governor invoked emergency management authority granted to the governor under Ind. Code § 10-14-3 *et seq.* to respond to public health emergencies.

5. Emergency management authority granted to the governor under Ind. Code § 10-14-3 *et seq.* authorizes the Governor to allow for the suspension of “the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders, rules or regulations of any state agency where strict compliance with any of these provisions would in any way prevent, hinder or delay necessary action in coping with the public health emergency.” Ind. Code § 10-14-3-12(d)(1).

6. These executive orders invoked by the Governor pursuant to Ind. Code § 10-14-3 *et seq.* infringed upon individual rights under the Indiana Constitution and failed to comply with the compensation requirements found in Ind. Code § 10-14-3-31.

7. After invoking his emergency management authority, the Governor issued Exec. Order 20-06 on March 19, 2020, ordering:

No eviction or foreclosure actions or proceedings involving residential real estate or property, whether rental or otherwise, may be initiated between the period from the date of this Executive Order until the state of emergency has terminated; and any applicable statute in connection therewith is hereby suspended for any such actions or proceedings as described above. In addition, and notwithstanding the foregoing, any applicable rule or regulation in connection therewith is hereby rescinded for any such actions or proceedings as described above for the duration of the state of emergency.

(the “Eviction Ban”).

8. Order 20-06 did not relieve individuals of their obligations to pay rent, make mortgage payments, or comply with any other obligations that an individual may have under a tenancy or mortgage, yet banned the ability of housing providers to evict tenants for nonpayment.

9. In Order 20-06, the Governor stated that Ind. Code §§ 10-14-3-12(d)(1) and 10-14-3-12(d)(7) provided him with statutory authority to enact the Eviction Ban. The Governor claimed to impose the Eviction Ban “to avoid the serious health, welfare, and safety consequences that may result if Hoosiers are evicted or removed from their homes during [the Pandemic].”

10. On March 23, 2020, the Governor issued Exec. Order 20-08, requiring people to shelter at home, except to conduct essential activities as described therein.

11. On April 6, 2020, Exec. Order 20-18 replaced Order 20-08 extending the stay-at-home mandate until April 20, 2020, continuing to define real estate services as an essential business.

12. On May 1, 2020, the stay-at-home order was further extended but Exec. Order 20-26 outlined a five-stage reopening process for the State of Indiana. Stage 2 of the re-opening plan was expected to begin for most Indiana counties on May 4, 2020, but the staging of each county was permitted to progress at a schedule befitting the needs of the county.

13. Many businesses at this point were granted freedoms to operate their business with careful distancing requirements, but the Eviction Ban for nonpayment continued.

14. Exec. Order 20-28 Sec. 3(b) allowed housing providers to institute an emergency eviction or possessory claim in situations where immediate or serious injury, loss, or damage to the property could occur, but nonpayment evictions remained impermissible.

15. Exec. Order 20-32 came out in June 11, 2020, describing the phase into Stage 4, still expressing the governor's authority to take necessary steps to contain COVID-19.

16. Businesses were beginning to run at full capacity as time went on.

17. Despite the freedoms granted to businesses/peoples within the state, Exec. Order 20-33 still prohibited residential evictions and foreclosures.

18. Order 20-33 expected housing providers and tenants to work together to establish payment plans for back pay but did not provide any guidance to achieve this goal or provide remedies for housing providers in facilitating repayment.

19. Rental assistance programs were enacted but permitted the tenant, not the housing provider, to apply for assistance, despite the equivalent need.

20. Rental assistance programs likewise paid the tenant directly rather than the housing provider, most without a requirement for a designated showing of monies going for that purpose.

21. The benefit was granted in favor of tenants at the expense of housing providers without a guarantee for future compensation or means to mitigate damages for growing past-due bills.

22. The Eviction Ban established by the Governor's Executive Orders expired effective August 1, 2021.

PARTIES, JURISDICTION, & VENUE

23. Plaintiff Indiana Property Rights Alliance, Inc., is a not-for-profit corporation with a principal place of business in Marion County, Indianapolis, Indiana.

24. Plaintiffs At Home in Indy, LLC, Blackstone Apartments Greenwood LLC, Bryant Equity LLC, Circle City Homes LLC, Crossroads Rental Properties LLC, Ethan Hatcher, Greenwood Townhomes LLC, Nivesh Real Estate Investments LLC, Persistent Properties LLC, Red Maple Apartments LLC, S & C Financial Group, LLC, Sovereign Property Investments II, LLC, Speedway Apartments LLC, Timberside Assets, LLC, 102 N. Denny Street Trust, 531 N. Alton Ave Trust, and 1062 N. Berwick Ave Trust (collectively, the "Damaged Plaintiffs") are real property owners throughout the State of Indiana who, as housing providers (landlords), were subject to the Governor's various Executive Orders issued throughout the Emergency Period, including the Eviction Ban that limited and interfered with the Damaged Plaintiffs right to exercise possession and control over their own property.

25. Plaintiff At Home in Indy, LLC ("At Home"), leased property to tenants that quit paying rent starting October of 2020, resulting in At Home suffering monetary damages of at least \$30,689.71 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its property and business related to this lawsuit is in Marion County, Indianapolis, Indiana.

26. Plaintiff Blackstone Apartments Greenwood LLC (“Blackstone”) leased property to tenants that quit paying rent starting September of 2020, resulting in Blackstone suffering monetary damages of at least \$8,800.00 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its property and business related to this lawsuit is in Johnson County, Greenwood, Indiana.

27. Plaintiff Bryant Equity LLC (“Bryant”) leased property to tenants that quit paying rent when the Eviction Ban went into effect, resulting in Bryant suffering monetary damages of at least \$56,445.00 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Bryant is a Florida Limited Liability Company and its property and business related to this lawsuit is in Marion County, Indianapolis, Indiana.

28. Plaintiff Circle City Homes LLC (“Circle City”) leased property to tenants that quit paying rent starting February of 2021, resulting in Circle City suffering monetary damages of at least \$5,200.00 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its property and business related to this lawsuit is in Marion County, Indianapolis, Indiana.

29. Plaintiff Crossroads Rental Properties LLC (“Crossroads”) leased property to tenants that quit paying rent starting July of 2020, resulting in Crossroads suffering monetary damages of at least \$5,300.00 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its property and business related to this lawsuit is in Marion County, Indianapolis, Indiana.

30. Plaintiff Ethan Hatcher (“Ethan”) leased property to tenants that quit paying rent when the Eviction Ban went into effect, resulting in Ethan suffering monetary damages of at least \$37,419.13 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Ethan’s property and business related to this lawsuit is in Marion County, Indianapolis, Indiana.

31. Plaintiff Greenwood Townhomes LLC (“Greenwood”) leased property to tenants that quit paying rent starting August of 2020, resulting in Greenwood suffering monetary damages of at least \$13,500.00 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its property and business related to this lawsuit is in Johnson County, Greenwood, Indiana.

32. Plaintiff Nivesh Real Estate Investments LLC (“Nivesh”) leased property to tenants that quit paying rent starting September of 2020, resulting in Nivesh suffering monetary damages of at least \$2,100.00 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its property and business related to this lawsuit is in Marion County, Indianapolis, Indiana.

33. Plaintiff Persistent Properties LLC (“Persistent”) leased property to tenants that quit paying rent when the Eviction Ban went into effect, resulting in Persistent suffering monetary damages of at least \$120,000.00 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its property and business related to this lawsuit is in Howard County, Kokomo, Indiana.

34. Plaintiff Red Maple Apartments LLC (“Red Maple”) leased property to tenants that quit paying rent starting May of 2021, resulting in Red Maple suffering monetary damages of at least \$2,800.00 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its property and business related to this lawsuit is in Johnson County, Greenwood, Indiana.

35. Plaintiff S & C Financial Group, LLC (“S&C”), leased property to tenants that quit paying rent when the Eviction Ban went into effect, resulting in S&C suffering monetary damages of at least \$141,385.22 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its property and business related to this lawsuit is in Marion County, Indianapolis, Indiana.

36. Plaintiff Sovereign Property Investment II, LLC (“SPI”), leased property to tenants that quit paying rent when the Eviction Ban went into effect, resulting in SPI suffering monetary damages of at least \$13,697.00 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its property and business related to this lawsuit is in Marion County, Indianapolis, Indiana.

37. Plaintiff Speedway Apartments LLC (“Speedway”) leased property to tenants that quit paying rent starting April of 2020, resulting in Speedway suffering monetary damages of at least \$13,000.00 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its property and business related to this lawsuit is in Marion County, Indianapolis, Indiana.

38. Plaintiff Timberside Assets, LLC (“Timberside”), leased property to tenants that quit paying rent starting March of 2020, resulting in Timberside suffering monetary damages of at least \$104,282.46 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its property and business related to this lawsuit is in Marion County, Indianapolis, Indiana and Morgan County, Camby, Indiana.

39. Plaintiff 102 N. Denny Street Trust (“Denny Trust”) leased property to tenants that quit paying rent starting June of 2021, resulting in Denny Trust suffering monetary damages of at least \$3,000.00 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its principal place of business is in Marion County, Indianapolis, Indiana.

40. Plaintiff 531 N. Alton Ave Trust (“Alton Trust”) leased property to tenants that quit paying rent starting August of 2020, resulting in Alton Trust suffering monetary damages of at least \$7,500.00 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its principal place of business is in Marion County, Indianapolis, Indiana.

41. Plaintiff 1062 N. Berwick Ave Trust (“Berwick Trust”) leased property to tenants that never paid rent starting July of 2021, resulting in Berwick Trust suffering monetary damages of at least \$12,000.00 with no adequate remedy available to enforce their contract or property rights during the Eviction Ban, while still being required to provide housing, property, and services to tenants. Its principal place of business is in Marion County, Indianapolis, Indiana

42. Defendant Eric Holcomb is the current Governor of the State of Indiana and is named herein as a Defendant solely in his official capacity as the Governor.

43. Defendant State of Indiana is a body politic.
44. Venue is proper in Marion County.
45. The Court has personal and subject matter jurisdiction.
46. Plaintiffs have met all conditions precedent to the bringing of this complaint.

STANDING

47. As property owners and housing providers throughout the State of Indiana, the Damaged Plaintiffs have been and continue to be directly injured by the Governor's Eviction Ban. For the duration of the Eviction Ban, an actual controversy existed, coupled with recurring damages as the Damaged Plaintiffs remained unable to exercise possession and control over their property as delinquent rental payments continued to accrue.

48. The conclusion of the Eviction Ban does not render this controversy moot. *See West Virginia v. Environmental Protection Agency*, 142 S.Ct. 2587, 2594 (2022) (“[V]oluntary cessation does not moot a case unless it is *absolutely clear* that the allegedly wrongful behavior could not reasonably be expected to recur.”).

COUNT I

Action for Declaratory Relief and Damages for Violation of the Takings Clause of the Indiana Constitution

49. Plaintiffs incorporate herein by reference each allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

50. Article I, Section 21 of the Indiana Constitution states, “No person’s particular services shall be demanded, without just compensation. No person’s property shall be taken by law, without just compensation; nor, except in case of the State, *without such compensation first assessed and tendered.*” (the “Indiana Takings Clause”).

51. As property owners, the Damaged Plaintiffs retained, and continue to retain, a constitutionally protected property interest in the property they lease to tenants.

52. The Eviction Ban interfered with the Damaged Plaintiffs protected property interest; in particular, the Eviction Ban interfered with Damaged Plaintiffs ability to exercise possession and control over their own property.

53. By banning the Damaged Plaintiffs from commencing an eviction action from the date of the Eviction Ban to the end of the Pandemic, Defendants took the Damaged Plaintiffs property without first providing just compensation in violation of the Indiana Takings Clause.

54. Along with their property, the State demanded that the Damaged Plaintiffs offer their services, as housing providers, without just compensation.

55. Under the Eviction Ban, tenants were able to remain in possession of the Damaged Plaintiffs' respective property without paying for rent, utilities, or other costs and expenses as agreed to between the Damaged Plaintiffs and their tenants.

56. Tenants remained in possession of the Damaged Plaintiffs' property and continued to receive services from the Damaged Plaintiffs as housing providers without just compensation in violation of the Indiana Takings Clause.

57. As a result of Defendants demanding services and taking property from the Damaged Plaintiffs, Plaintiffs are entitled to just compensation in the form of damages from the start of the Eviction Ban to its conclusion.

COUNT II

Action for Declaratory Relief and Damages for Violation of the Emergency Powers Statute under Ind. Code § 10-14-3 *et seq.*

58. Plaintiffs incorporate herein by reference each allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

59. Ind. Code § 10-14-3-31(a) states:

A person in Indiana shall conduct himself or herself and keep and manage his or her affairs and property in ways that will reasonably assist and will not unreasonably detract from the ability of the state and the public to successfully meet disaster emergencies. This obligation includes appropriate personal service and use or restriction on the use of property in time of disaster emergency. Compensation for services or for the taking or use of property may be made only to the extent: (1) that obligations recognized under this chapter are exceeded in a particular case; and (2) that the claimant has not volunteered the claimant's services or property without compensation.

60. Ind. Code § 10-14-3-31(c) provides, "Compensation for property may be paid only if the property was commandeered or otherwise used in coping with a disaster emergency and its use . . . was ordered by the governor."

61. To cope with the potential consequences of COVID-19, the Governor imposed the Eviction Ban.

62. By imposing the Eviction Ban and allowing delinquent tenants to remain in possession of the Damaged Plaintiffs property, the Governor commandeered the Damaged Plaintiffs' property in response to the threat COVID-19 imposed.

63. The Damaged Plaintiffs did not volunteer their property for commandeering without compensation; therefore, the Damaged Plaintiffs are entitled to just compensation in the form of damages from the start of the Eviction Ban to its conclusion.

COUNT III

Action for Declaratory Relief for Violation of Separation of Powers under the Indiana Constitution

64. Plaintiffs incorporate herein by reference each allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

65. Article I, Section 26 of the Indiana Constitution states, "The operation of the laws shall never be suspended, except by the authority of the General Assembly."

66. The Governor violated this separation of powers between himself as the State's executive arm and the General Assembly as the State's legislative arm when the Governor imposed the Eviction Ban, thereby suspending the operation of law as it relates to delinquent tenants and the Damaged Plaintiffs right to evict and retain control and possession of their property.

67. Such power to suspend the operation of the laws is specifically left to the General Assembly; thus, the Governor exceeded his authority and violated the separation of powers established under the Indiana Constitution.

COUNT IV

Action for Declaratory Relief and Damages for Violation of the Contracts Clauses of the Indiana Constitution

68. Plaintiffs incorporate herein by reference each allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

69. Indiana's Contract Clause is at Article I, Section 24 of the Indiana Constitution and provides that no "law impairing the obligation of contracts, shall ever be passed". The Governor's Executive Orders, which cite his authority under laws of the Indiana Constitution and passed by the Indiana General Assembly, passed laws that impaired the obligation of contracts between housing providers and tenants, in particular lease agreements.

70. The impairment to the lease agreements is substantial.

71. Tenants could discontinue paying rent, regardless of a showing of joblessness or economic duress, without consequence, while housing providers, like the Damaged Plaintiffs, were required to front the bill.

72. The Eviction Ban dispossessed the Damaged Plaintiffs of their properties and property rights without providing for a remedy.

73. The public interest in preventing the spread of COVID-19 was not equally applied to all business owners and instead continually isolated property owners.

74. The Eviction Ban barred evictions existing prior to the pandemic, for nonpayment, and only provided relief in emergency circumstances.

75. The Damaged Plaintiffs were forced to wait indeterminately until the Eviction Ban ended or until emergent circumstances lest they be penalized both financially and under law.

76. This prevented the Damaged Plaintiffs from initiating meaningful action on existing contracts.

COUNT V

Action for Declaratory Relief and Damages for Violation of the Due Process Clause of the Indiana Constitution

77. Plaintiffs incorporate herein by reference each allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

78. The Due Process Clause of the Indiana Constitution, Article I, Section 12 provides that "All courts shall be open; and every person, for injury done to him in his person, property, or reputation, shall have remedy by due course of law."

79. Due process requires adequate process before deprivation by the state.

80. The Damaged Plaintiffs have a property interest in their rental properties that they were deprived of by Exec. Order 20-02 *et seq.*

81. The Damaged Plaintiffs' property interests were significantly deprived.

82. The Damaged Plaintiffs were denied the right to use or enjoy their property, or the ability to maintain their property interest and losses therein.

83. There was no mechanism for procedure, lessor or otherwise, throughout the entirety of the Eviction Ban.

84. The costs and administrative burden were not mitigated as now the courts are open for eviction with an accrued amount during the delayed period caused by the Eviction Ban

85. The Damaged Plaintiffs were unable to seek redress from the courts during the Eviction Ban and thus irreparable harm occurred.

86. The interests of the public were not weighed against the state but rather the interests of tenants against housing providers.

87. Harm was not prevented, harm was shifted to the party the state felt most comfortable with handling the burden, but that decision was inappropriate, and housing providers, like the Damaged Plaintiffs, should have been granted procedural due process in arguing for their property rights before deprivation.

88. Further, Judges within the state of Indiana have delayed hearings and made it difficult for housing providers to seek remedies in a court forum in all spaces.

COUNT VI

Declaratory Relief

89. Plaintiffs incorporate herein by reference each allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

90. Indiana Property Rights Alliance is an association who may obtain a declaratory judgment pursuant to Ind. Code § 34-14-1-2.

91. The Alliance has a substantial present interest in their members to obtain a declaration of its rights and liabilities before proceeding with a course of conduct.

92. The Alliance wishes to afford relief from the uncertainty and insecurity of its right moving forward in a pandemic and post-pandemic world.

93. The Court has the power to declare the rights of Indiana Property Rights Alliance, and other parties, pursuant to the Constitution of the State of Indiana and Indiana Executive orders.

94. A declaratory judgment would terminate the uncertainty and controversy giving rise to this litigation.

DAMAGES

95. At least \$30,689.71 to At Home in Indy, LLC, for damages beginning in March of 2020 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

96. At least \$8,800.00 to Blackstone Apartments Greenwood LLC for damages beginning in September of 2020 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

97. At least \$56,445.00 to Bryant Equity LLC for damages beginning in March of 2020 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

98. At least \$5,200.00 to Circle City Homes LLC for damages beginning in February of 2021 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits,

lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

99. At least \$5,300.00 to Crossroads Rental Properties LLC for damages beginning in July of 2020 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

100. At least \$37,419.13 to Ethan Hatcher for damages beginning in March of 2020 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

101. At least \$13,500.00 to Greenwood Townhomes LLC for damages beginning in August of 2020 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

102. At least \$2,100.00 to Nivesh Real Estate Investments LLC for damages beginning in September of 2020 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

103. At least \$120,000.00 to Persistent Properties LLC for damages beginning in March of 2020 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

104. At least \$2,800.00 to Red Maples Apartments LLC for damages beginning in May of 2021 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

105. At least \$141,385.22 to S & C Financial Group, LLC, for damages beginning in March of 2020 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

106. At least \$13,697.00 to Sovereign Property Investments II, LLC, for damages beginning in March of 2020 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

107. At least \$13,000.00 to Speedway Apartments LLC for damages beginning in April of 2021 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits,

lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

108. At least \$104,282.46.00 to Timberside Assets, LLC, for damages beginning in March of 2020 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

109. At least \$3,000.00 to 102 N. Denny Street Trust for damages beginning in June of 2021 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

110. At least \$7,500.00 to 531 N. Alton Ave Trust for damages beginning in March of 2020 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

111. At least \$12,000.00 to 1062 N. Berwick Ave Trust for damages beginning in March of 2020 and continuing until present, which include lost value of property, the lost value of services, the taking of property and/or services by government without compensation, lost profits, lost income related to interference with the property and with business relationships, and expenses to adequately maintain properties, plus attorney fees and costs allowed by statute.

REQUESTED RELIEF

WHEREFORE, Plaintiffs respectfully pray that this Court: declare that the Executive Orders constituted a taking during enactment, requiring just compensation before the takings through the Eviction Ban under both the Takings Clause of the Constitution of the State of Indiana and the Emergency Powers Statute under Ind. Code § 10-14-3 *et seq.*; declare that the Executive Orders constituted a violation of the separation of powers established under the Constitution of the State of Indiana; declare that the Executive Orders constituted a violation of the Contracts Clause of the Constitution of the State of Indiana; declare that the Executive Orders constituted a violation of the Due Process Rights of the Plaintiffs under the Constitution of the State of Indiana; award monetary damages to Plaintiffs for the violation of the above rights; award costs and attorney fees as allowed by law; and grant all other relief as the Court may deem just and proper.

Respectfully submitted,

THRASHER BUSCHMANN & VOELKEL, P.C.
Attorneys for Plaintiffs

By: /S/ Mark W. Rutherford
Mark W. Rutherford, Atty. No. 11316-29

By: /s/ Zachary J. Reichle
Zachary J. Reichle, Atty No. 37313-49

THRASHER BUSCHMANN & VOELKEL, P.C.
8440 Woodfield Crossing Blvd., Suite 310
Indianapolis, Indiana 46240
Telephone: 317.686.4773
Facsimile: 317.686.4777
rutherford@indiana-attorneys.com
reichle@indiana-attorneys.com