STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT

CAUSE NO. 49D06-9912-CP-001775

STATE OF INDIANA,

Plaintiff,

v.

VERNON EVERSOLE, and
BERLIN EVERSOLE,
individually and doing business as
EVERSOLE CONSTRUCTION,

Defendants.

FILED
AUG 18 2003
CLERK OF THE
MARION CIRCUIT COURT
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CONSENT JUDGMENT AGAINST VERNON EVERSOLE ONLY

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Defendant, Vernon Eversole, individually and doing business as Eversole Construction, hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendant of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position that the Defendant violated Indiana's Home Improvement Contracts Act and Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

JURISDICTION AND SCOPE OF JUDGMENT

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.

2. The State of Indiana's Verified Complaint for Injunction and Damages states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, and the Home Improvement Contracts Act, Ind. Code § 24-5-11-1 *et seq.*

3. The Defendant, Vernon Eversole, individually and doing business as Eversole Construction, solicits and conducts business with residents of Marion County, Indiana.

RELIEF ORDERED

4. The Defendant is permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

a. entering into a home improvement contract, as defined by Ind. Code §24-5-11-4, that is not in writing and does not contain the following:

(1) The name of the consumer and the address of the residential property that is the subject of the home improvement;

(2) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquires can be directed;

(3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;

(4) A reasonably detailed description of the proposed home improvements, and if the description does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is

subject to the consumer's separate written and dated approval of the specifications;

(5) The approximate starting and completion date of the home improvements;

(6) A statement of any contingencies that would materially change the approximate completion date;

(7) The home improvement contract price; and

(8) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or a typed version of that person's name placed directly after or below the signature.

b. failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;

c. representing that the subject of a consumer transaction has performance, characteristics, or benefits it does not have which the Defendant knows or should reasonably know it does not have;

d. representing that the subject of a consumer transaction is of a particular standard, quality, or grade, if it is not and if the Defendant knows or reasonably should know it is not; and

e. soliciting or engaging in a home improvement transaction without a license or permit required by law.

5. The Defendant shall pay consumer restitution, pursuant to Ind. Code §24-5-0.5-4(c)(2), for Donna McGlaughlin of Indianapolis, Indiana, in the amount of Eight Hundred and Dollars ($800.00), payable to the Office of the Attorney General.

CONTINUING JURISDICTION

6. For the purpose of enforcing the provisions of this Consent Judgment, the Defendant waives any objection regarding the Court's jurisdiction to punish for contempt and agrees to appear on proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this 18th day of August, 2003.

STATE OF INDIANA
STEVE CARTER
Indiana Attorney General

by: _____
Roy P. Coffey
Deputy Attorney General
Attorney No. 3930-29

_____
VERNON EVERSOLE,
individually and doing business as
EVERSOLE CONSTRUCTION

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED this 18th day of August, 2003.

_____
Judge, Marion Superior Court

Distribution:

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