

STATE OF INDIANA
IN MADISON CIRCUIT COURT 4
Case No.: 48C04-2406-PL-000076

STATE OF INDIANA,

Plaintiff,

v.

PR BINGHAM, L.L.C.,

PR MADISON, L.L.C.,

PROPERTY RESOURCE
ASSOCIATES, L.L.C.,

GARY PLICHTA,

Defendants.

CONSENT AGREEMENT

1. The Plaintiff, State of Indiana, Office of the Indiana Attorney General, by Deputy Attorneys General Timothy M. Weber and Chase M. Haller, having filed its Complaint for Injunctive Relief, Restitution, Civil Penalties, and Costs, and Defendants, PR Bingham, LLC, PR Madison, LLC, Property Resource Associates, LLC, and Gary Plichta, hereby enter into this Consent Judgment without trial and adjudication of any issue of fact or law.

2. Defendants deny that they violated the law as alleged in the Complaint or knowingly engaged in any intentional misconduct in relation to any lease with any tenant.

3. The parties agree that it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation related to the issues addressed in this Consent Agreement.

4. The parties agree to the entry of this Consent Agreement by the Court and accept this Consent Agreement as final adjudication of this civil action.

5. Within 10 days from the date this Consent Agreement is signed by all parties, the State will file an Agreed Motion to Approve this Consent Agreement with the Court.

6. The terms of this Consent Agreement shall have the full force and effect of a judgment issued by the Court upon the Court's approval of this Consent Agreement. No agreement, understanding, representation, or interpretation not contained in this Consent Agreement may be used to vary or contradict its terms.

AGREEMENT

7. The terms of this Consent Judgment apply to and are binding upon Defendants individually as well as all employees, agents, representatives, successors, and assigns, as well as the parties listed in paragraph 16. Defendants enter into this agreement voluntarily, having the opportunity to consult with counsel.

A. NO FURTHER BUSINESS IN INDIANA

8. Defendants individually, collectively, and including any affiliates, subsidiaries, agents, or assigns, and all parties in paragraph 16, agree to be enjoined for a period of seven (7) years ("Prohibition Period") from the date of this agreement

from owning, purchasing, managing, or leasing any multi-family dwellings located within the State of Indiana.

9. Following termination of the Prohibition Period, should Defendants desire to re-engage in business activity related to the ownership and/or operation of multi-family dwellings in the State of Indiana, said entity must send a notice of intent to resume business activity to the Indiana Attorney General, sworn under penalty of perjury, in which it must:

- a. Identify the primary physical address, postal address, and email address and telephone number as designated points of contact that Plaintiff may use to communicate with Defendants;
- b. Identify all of the Defendants' businesses, including subsidiaries and affiliates, by all their names, telephone numbers, and physical, postal, email, and Internet addresses; AND
- c. Generally describe the activities of each business, including the products and services offered, the means of advertising, marketing, and sales of services or products.

10. This prohibition against future business activity shall include a prohibition for Defendants from being a member of an LLC or otherwise engaging in a joint enterprise for the purpose of owning or managing real property in the State of Indiana.

B. CONSUMER RESTITUTION

11. Pursuant to Ind. Code § 24-5-0.5-4(c)(2), Ind. Code § 24-5-0.5-4(d), and Ind. Code § 24-9-5-4, Defendants shall provide restitution to the consumers identified in **Confidential Appendix A** by providing a direct payment to the Office of the Attorney General in the total amount of forty five thousand three hundred eighty four dollars and forty cents (\$45,384.40). The Office of the Attorney General will distribute the funds to the affected consumers. Following prompt allocation, all restitution funds unclaimed by consumers one year from the Effective Date of this Assurance shall be escheated to the State Comptroller's office as abandoned property for the benefit of the relevant consumer. Such payment shall be made to Petitioner within thirty (30) business days of entry and approval of this Assurance by a Court with jurisdiction. Such payment may be made by certified check or money order to the attention of:

Chase M. Haller
Deputy Attorney General
Section Chief | Homeowner Protection Unit
Consumer Protection Division
Office of Attorney General Todd Rokita
302 W Washington Street
IGCS Fifth Floor
Indianapolis, IN 46204

C. EVICTION SEALING

12. For the purpose of effectuating the sealing of eviction records pursuant to Ind. Code § 32-31-11-3(a)(1)(A), within thirty (30) days of the execution of this Consent Judgment, Defendants shall cause a Motion to Set Aside, Dismiss with

Prejudice, and to Seal for filing in all small claims cases of tenants without a monetary judgment attached who were evicted from Bingham Square Apartments or Madison Square Apartments during 2023. A list of these cases is provided as **Confidential Appendix B.**

13. Defendants shall cooperate and act in good faith to ensure that each of the identified cases is set aside, dismissed with prejudice, and sealed.

D. RELEASE AND DISMISSAL

14. Within thirty (30) days from receipt of the restitution identified in paragraph 11 and notice of eviction sealing identified in paragraph 12, the State of Indiana, Office of the Indiana Attorney General, shall file a notice of satisfaction with the court confirming that Defendants have satisfactorily completed the conditions set forth in this Consent Agreement.

15. By entry of this Consent Agreement, the State of Indiana, Office of the Indiana Attorney General, releases and forever discharges all claims, liabilities, costs, and causes of action that were brought or could have been brought against Defendants, and parties in paragraph 16, and are the subject of this action, and all claims, liabilities, costs, and causes of action that are currently known to the Attorney General and any associated investigations currently open by the Attorney General, from the beginning of time through the date on which this Consent Agreement is entered by the Court.

16. This Agreement shall also apply to following non-parties:

- a. Randal R. Trecha, an individual located at 7325 E. South Shore Drive, Hartsburg, Missouri 65039.
- b. Doreen E. Trecha, an individual located at 7325 E. South Shore Drive, Hartsburg, Missouri, 65039.
- c. Trecha Family Trust U/T/A dated 12/6/2010, Randal R. Trecha and Doreen E. Trecha as Co-Trustees, with a mailing address of 7325 E. South Shore Drive, Hartsburg, Missouri, 65039.
- d. Smith and Trecha shareholder entities, with a principal address of 7325 E. South Shore Drive, Hartsburg, Missouri, 65039.
- e. Omega Source Financial LLC, with a principal address of PO Box 76 Ashland, Missouri, 65039.
- f. Dr. Patrick A. Smith, an individual located at 874 Barcarmil Way, Naples, FL, 34110.
- g. Karen D. Smith, an individual located at 874 Barcarmil Way, Naples, FL 34110.
- h. Pat and Karen Smith Family Trust, U/T/A 6/30/2006 Patrick A M.D. & Karen D. Smith Trust Trustees, with a mailing address of 874 Barcarmil Way, Naples, FL, 34110.
- i. P & K Smith Family CO, LP, with a principal address of 874 Barcarmil Way, Naples, FL 34110.
- j. Plichta Family Holdings, LLC, with a principal address of 16182 Hillsboro Road, Purcellville, VA, 20132.

k. Plichta III, LLC, with a principal address of 16182 Hillsboro Road, Purcellville, VA, 20132.

17. Should a dispute arise between the Office of the Indiana Attorney General and Respondent following the execution of this Assurance related to Respondent's resolution of any subsequently filed consumer complaints, the Office of the Attorney General may file an independent action in Marion County pursuant to its authority under Ind. Code Title 24, *et. al.* and *may* seek to consolidate that Cause to this same Court for the disposition of those claims.

18. The Court shall retain jurisdiction for the purpose of issuing such orders as may be necessary to interpret or enforce the provisions herein.

IN WITNESS WHEREOF, the parties have executed this Consent Agreement this 27th day of May, 2026.

OFFICE OF THE INDIANA
ATTORNEY GENERAL

THEODORE E. ROKITA
Indiana Attorney No. 18857-49

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DEFENDANTS

PR BINGHAM, L.L.C.,

By: [Signature]
Name: GARY PLICHTA

PR MADISON, L.L.C.,

By: [Signature]
Name: GARY PLICHTA

PROPERTY RESOURCE
ASSOCIATES, L.L.C.,

By: [Signature]
Name: GARY PLICHTA

GARY PLICHTA

[Signature]