

MEMORANDUM DECISION

Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision is not binding precedent for any court and may be cited only for persuasive value or to establish res judicata, collateral estoppel, or law of the case.



IN THE
Court of Appeals of Indiana

Bob Evans Restaurants, LLC,
Appellant-Defendant

v.

Bank OZK,
Appellee-Plaintiff



September 11, 2024

Court of Appeals Case No.
23A-MF-2100

Appeal from the Steuben Circuit Court
The Honorable Allen N. Wheat, Judge

Trial Court Cause No.
76C01-2011-MF-445

Memorandum Decision by Judge Foley
Judge Brown and Senior Judge Riley concur.

Foley, Judge.

- [1] Bob Evans Restaurants, LLC (“Tenant”) challenges the entry of summary judgment in favor of Bank OZK (“Lender”) on a claim of breach of contract related to a parcel of commercial real estate in Angola, Indiana (“Property”). We affirm.

Facts and Procedural History

- [2] This matter concerns a commercial real estate transaction. Montalvo Properties (“Borrower”)¹ borrowed money from Lender to purchase the Property and executed a promissory note wherein Borrower promised to pay Lender “the principal sum of . . . \$643,000.00” due in the amount of \$3,700.00 on the first day of each calendar month (“the Note”). Appellant’s App. Vol. 2 pp. 49–51. Borrower then leased the Property to Tenant. The Note provided that “the principal sum . . . shall become due at the option of” Lender upon default. *Id.* at 49. The Note was secured by a Mortgage and Fixture Filing, executed by Borrower, granting Lender a mortgage on the Property and a security interest in Borrower’s personal property including “any and all rents, income and other benefits to which [Borrower] may now or hereafter be entitled to from, and all proceeds of” the Property (“the Mortgage and Fixture Filing”). *Id.* at 58. The Mortgage and Fixture Filing also assigned to Lender all of Borrower’s “right, title and interest as landlord under all existing and future Leases, and the rents,

¹ Borrower does not participate in this appeal.

issues and profits of the” Property “as further security for the payment of Debt Service, Additional Payments, Deposits and Transfer Taxes.” *Id.* at 80. Lender was also permitted, among other things, to “demand payment of and collect the rents and other amounts payable under the Leases.” *Id.* To further secure repayment of the Note, Nelson Montalvo (“Montalvo”),² individually, executed the Full Payment and Performance Guaranty (“the Guaranty”). *See id.* at 96–108.

[3] Borrower leased the Property to Tenant pursuant to a lease agreement (“the Lease Agreement”). Under the Lease Agreement, Tenant acknowledged and agreed that Borrower “ha[d] collaterally assigned all of its right, title and interest” in the Lease Agreement to Lender. Appellant’s App. Vol. 3 at 48. The Lease Agreement referred to the documents associated with the transaction between Borrower and Lender, i.e., (1) the Note and (2) the Mortgage and Fixture Filing, as the Loan Documents. The Lease Agreement provided that:

[U]pon the exercise of [Lender’s] remedies set forth in such Loan Documents, all of the rights, powers and privileges of [Borrower] shall be deemed the rights, powers and privileges of [Lender] and [Lender] shall be entitled to exercise all of the rights and remedies of “[Borrower]” under this Lease. [Tenant] hereby consents to, and no further consent by [Tenant] shall be required for, any further assignment of rights of [Borrower] hereunder or in connection with any transfer by [Lender].

² Montalvo does not participate in this appeal.

Id.

[4] Borrower, Tenant, and Lender also executed a Subordination, Non-Disturbance and Attornment Agreement (“the Subordination Agreement”). The Subordination Agreement provided that Borrower was the Owner of the Property, that Borrower was leasing Property to Tenant, that the Property was subject to a mortgage in favor of Lender and provided, in pertinent part, that:

D. It is the desire and intention of the parties hereto to subordinate the operation of the Lease [Agreement] for the full term thereof to the lien and operation of the Mortgage, so that the Mortgage shall and will become a lien upon the [Property] and the Lease [Agreement] will be unconditionally subordinated thereto in every manner whatsoever, subject to the terms and conditions of this [Subordination] Agreement

.....

2. Subordination. The Lease [Agreement] and the rights of [Tenant] thereunder are and shall be subordinate to the lien of the Mortgage and to any and all advancements made thereunder and to any renewals, modifications, consolidations, replacements, additional advances, future advances[,] and extensions thereof.

.....

6. Assignment of Lease. The Tenant acknowledges that [Borrower] may execute and deliver to Lender an assignment of the Lease [Agreement] and any guaranty thereof as security for the loan which the Mortgage secures, and Tenant hereby expressly consents to any such assignment and agrees to pay any

rents under the Lease [Agreement] directly to Lender upon Lender's written Notice to Tenant to make payments directly to Lender or at the direction of Lender. [Borrower] hereby authorizes and directs Tenant (upon written direction to Tenant by Lender) to pay the above sums directly to Lender, or at the direction of Lender, and [Borrower] hereby agrees to hold Tenant harmless for any monies so paid directly to or at the direction of the Lender and agrees that Tenant shall have no liability whatsoever to [Borrower] for any payments made in accordance with Lender's notice or direction . . .

. . . .

8. Binding Effect. This [Subordination] Agreement shall be binding upon all the parties hereto . . .

. . . .

10. Modification of Agreement. The parties hereby agree that this document contains the entire agreement between the parties, and this [Subordination] Agreement shall not be modified, changed, altered or amended in any way except through written amendments signed by all of the parties hereto.

. . . .

12. Attorneys' Fees. In the event of any legal or equitable action, including any appeals or bankruptcy proceedings, which may arise hereunder between or among the parties hereto, the prevailing party shall be entitled to recover its costs and its reasonable attorneys' fees actually incurred without regard to statutory presumption.

Id. at 70–73. Thereafter, Tenant began operating a restaurant on the Property.

- [5] Beginning in April 2020, Tenant closed the restaurant, stopped paying rent, and defaulted on the Lease Agreement. As a result of Tenant’s default, Borrower defaulted on its obligations to Lender under the Note and the Mortgage and Fixture Filing. On October 5, 2020, Lender, by counsel, sent a notice of default to Borrower (“the Borrower Notice of Default”). Appellant’s App. Vol. 2 p. 114.
- [6] On November 4, 2020, Lender filed a complaint against Borrower, Montalvo, and Tenant (“Foreclosure Suit”). As to Borrower, Lender claimed breach of contract and sought replevin and foreclosure. As to Montalvo, Lender claimed breach of guaranty. As to Tenant, Lender also sought foreclosure, stating that Tenant “is a named party to this action to answer to any claim it may assert against the [Property] with respect to . . . [the Subordination Agreement].” *Id.* at 44. Lender alleged that Borrower owed a total of \$640,190.01, consisting of “[t]he principal amount of \$616,890.47, plus \$8,980.54 in accrued interest, plus \$459.00 in late charges, plus \$12,860.00 in prepayment penalty, plus \$1,000 in projected escrow reserves.” *Id.* at 39. Lender also sought “attorneys’/professional fees and costs, with interest, late fees and costs (including attorneys’/professional fees) continuing to accrue on the unpaid balance.” *Id.* Both Borrower and Tenant filed separate answers denying the allegations.
- [7] On March 1, 2021, Lender sent a notice to Tenant and Tenant’s counsel, exercising its rights under the Lease Agreement and Subordination Agreement,

requiring payment of rents to be made directly to Lender (“the Assignment of Lease Notice”). *See* Appellant’s App. Vol. 3 p. 94.

[8] Lender eventually filed a Motion for Summary (“the First MSJ”) in the Foreclosure Suit and designated the following pertinent evidence: the Note, the Mortgage and Fixture Filing, the Guaranty, the Borrower Notice of Default, the Lease Agreement, and the Subordination Agreement.

[9] Lender became aware of settlement negotiations between Borrower and Tenant, and on March 18, 2021, Lender’s counsel sent the following email to Tenant’s representatives (“the Email”):

Thank you for your time this morning. Based on your statement that [Tenant] has reached an agreement on the material terms with [Borrower] for termination of the Lease [Agreement] whereby [Tenant] will be paying \$225,000. I wanted to remind [Tenant] that any settlement funds must be sent directly to . . . [Lender] and not to [Borrower] pursuant to the Lease [Agreement]. Attached is the [the Assignment of Lease Notice] we sent giving [Tenant] notice that it is to pay . . . [Lender] directly.

Id. at 92–94.

[10] Unbeknownst to Lender, sometime in July 2021, Tenant and Borrower executed a Settlement Agreement wherein Tenant agreed to tender \$225,000.00 to Borrower “in return for . . . termination of the [L]ease [Agreement] and release of all [Tenant’s] duties and obligations thereunder,” among other things.

Id. at 147–48. The Settlement Agreement contained the following pertinent language stating:

WHEREAS, a dispute has arisen between [Borrower] and Tenant regarding the Lease [Agreement] and Tenant’s obligation to pay rent under the Lease [Agreement];

WHEREAS, [Borrower] and Tenant have entered into this [Settlement] Agreement in order to resolve any dispute over the Lease [Agreement].

Id. at 107. The Settlement Agreement further provided that Tenant and Borrower:

fully release each other from and against any and all claims, liabilities, costs, damages or expenses of any kind whatsoever due or allegedly due under the Lease [Agreement] except for claims made by third parties, to the extent expressly provided in the Lease [Agreement] and only to the extent such claim is related to the period prior to the [e]arly [t]ermination [d]ate.

Id. at 108. The Settlement Agreement further provided that:

Indemnification. As of the Effective Date, [Borrower] indemnifies and holds Tenant harmless from any claims, actions, costs and expenses, (including reasonable attorney fees) brought against Tenant, or its parent entities, affiliates, successors or assigns, related to [Borrower’s] mortgage of the [P]roperty with [Lender], including but not limited to the foreclosure proceeding pending . . . or related to [Borrower’s] loan on the Property . . . Notwithstanding anything else to the contrary in this Agreement, [Borrower] and Tenant will not be released from those liabilities which, pursuant to the terms of the Lease [Agreement], accrued prior to the Early Termination Date and survive termination or

expiration of the Lease, including, but not limited to, Tenant's obligations under Sections 15 and 18 of the Lease [Agreement].

[11] *Id.* The Settlement Agreement contained lines to identify the Effective Date and the Early Termination Date, however, those lines were left blank. On July 30, 2021, the trial court conducted a hearing on the First MSJ and thereafter entered judgment in favor of Lender on the issue of liability and opted to not rule on the attorneys' fees issue at that time. The trial court eventually entered a Final Partial Judgment with respect to the undisputed amount of the indebtedness excluding attorneys' fees and the decree of foreclosure permitting Lender to proceed with the Sheriff's Sale of the Property. Lender then filed its Second Supplemental Affidavit in Support of Attorneys' Fees and Costs, seeking recovery of its attorneys' fees, costs, and expenses in the amount of \$89,928.16. Thereafter, Lender filed its Motion for Entry of Amended Final Judgment and Decree of Foreclosure, requesting that the trial court amend the Final Partial Judgment to include the award of attorneys' fees, costs and expenses. The trial court issued an order granting Lender's motion ("the Final Judgment Against Borrower").

[12] The trial court eventually entered its Amended Final Judgment and Decree of Foreclosure. On October 28, 2021, a Sheriff's Sale was conducted, and Lender purchased the Property for \$428,300.00 including costs. On November 18, 2021, Lender's counsel sent a notice to Tenant informing Tenant that Lender was now the owner of the Property and that Tenant was in default under the terms of the Lease Agreement ("the Tenant Notice of Default"). In response,

Tenant’s counsel informed Lender’s counsel that the Lease Agreement had been terminated by the Settlement Agreement and directed Lender to contact Borrower if it had any further questions (“the Notice of Settlement Agreement”).

[13] On March 11, 2022, Lender amended its complaint to add a breach of contract claim against Tenant (“Amended Complaint”). Tenant filed a Motion to Dismiss Lender’s claim, which the trial court denied. Tenant then filed a third-party complaint against Borrower. After Borrower failed to appear, file an answer or responsive pleading, or defend against Tenant’s claim, Tenant asked the trial court to enter a default judgment in its favor against Borrower. The trial court granted Tenant’s request.

[14] On May 9, 2023, Lender filed a motion for summary judgment (“the Second MSJ”) on its claim against Tenant and designated the following pertinent evidence: the Lease Agreement, the Subordination Agreement, the Borrower Notice of Default, the Assignment of Lease Notice, the Email, and the Settlement Agreement. Lender asked the trial court to issue judgment:

(B) in favor of [Lender] and against [Tenant] for actual damages for breach of contract in an amount of not less than \$225,000.00 plus (i) interest on the unpaid balance as provided under the Lease Documents^[3] as a result of [Tenant’s] breach, until entry of judgment; (ii) statutory post-judgment interest thereafter at the

³ In its Amended Complaint, Lender alleged that the Lease Agreement, the memorandum of lease, and the Subordination Agreement will be collectively referred to as the “Lease Documents.” Appellant’s App. Vol. 3 p. 120.

highest rate provided by law accruing from the date of entry of judgment, until paid; (iii) attorneys' fees, costs and expenses in the amount of \$81,609.42 as a result of [Tenant's] breach, plus attorneys' fees, costs and expenses that have accrued through April 14, 2023, and are accruing after April 14, 2023, until entry of judgment and to collect upon any judgments entered herein; and (v) any other amounts whatsoever payable under the Lease Documents or under applicable law;

(C) declaring that [Lender] have and recover its fees, costs, and expenses, including attorneys' fees, costs, expenses, and other amounts incurred in connection with the Lease Documents and to collect upon any judgments entered herein;

Id. at 133.

[15] Tenant filed its response and designated the following pertinent evidence: the Lease Agreement, the Subordination Agreement, the Settlement Agreement, the Final Judgment against Borrower, the Mortgage and Fixture Filing, and the Notice of Settlement Agreement. Lender filed a Supplemental Designation of Evidence that included the Tenant Notice of Default.

[16] On August 4, 2023, the hearing on Lender's Second MSJ was held. Tenant argued that Lender was not entitled to summary judgment because the Settlement Agreement barred Lender from asserting claims under the Lease Agreement, no breach occurred, and thus, Lender did not suffer any damages. Tenant also claimed that Lender was "not entitled to . . . attorney[s]' fees and costs." Tr. Vol. 2 p. 20. On August 14, 2023, the trial court issued an order granting Lender's Second MSJ ("the Order Granting Second MSJ"). On

August 31, 2023, Lender filed its Request for Final Judgment asking entry of final judgment consistent with the Order Granting Second MSJ. On September 1, 2023, the trial court entered final judgment (“the Final Judgment against Tenant”), declaring that:

final judgment is hereby entered in favor of [Lender] and against [Tenant] for actual damages for breach of contract in the amount of \$331,286.87 plus (i) statutory post-judgment interest at the highest rate provided by law accruing from the date of entry of judgment on August 15, 2023, until paid; and (ii) post-judgment costs of collection including, but not limited to, attorneys’ fees, costs and expenses.

. . . the amount of post-judgment costs of collection including, but not limited to, attorneys’ fees, costs, and expenses, shall be determined by the Court at a later date upon application by [Lender] and shall be added to the underlying judgment entered herein.

Appellant’s App. Vol. 2 p. 34. This appeal ensued.

Discussion and Decision

[17] Tenant contends that Lender was not entitled to summary judgment. ““When this Court reviews a grant or denial of a motion for summary judgment, we stand in the shoes of the trial court.”” *Minser v. DeKalb Cnty. Plan Comm’n*, 170 N.E.3d 1093, 1098 (Ind. Ct. App. 2021) (quoting *Burton v. Benner*, 140 N.E.3d 848, 851 (Ind. 2020)). “Summary judgment is appropriate ‘if the designated evidentiary matter shows that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.’” *Id.*

(quoting *Murray v. Indianapolis Pub. Schs.*, 128 N.E.3d 450, 452 (Ind. 2019)); *see also* Ind. Trial Rule 56(C).

[18] The summary judgment movant has the burden of making a prima facie showing that there is no issue of material fact and that it is entitled to judgment as a matter of law. *Burton*, 140 N.E.3d at 851. If the movant satisfies this burden, the burden shifts to the non-moving party, which must then show the existence of a genuine issue of material fact. *Id.* On appellate review, we resolve “[a]ny doubt as to any facts or inferences to be drawn therefrom . . . in favor of the non-moving party.” *Id.*

[19] We review the trial court’s ruling on a motion for summary judgment de novo, and we take “care to ensure that no party is denied his day in court.” *Schoettmer v. Wright*, 992 N.E.2d 702, 706 (Ind. 2013). “We limit our review to the materials designated at the trial level.” *Gunderson v. State, Ind. Dep’t of Nat. Res.*, 90 N.E.3d 1171, 1175 (Ind. 2018), *cert. denied*.

A. Breach of Contract

[20] There is no dispute that Lender was not a party to the Lease Agreement and the Settlement Agreement between Tenant and Borrower. Lender, however, was a party to the Subordination Agreement executed by the three parties to protect each party’s respective interest in the Property. Furthermore, the validity of the aforementioned agreements is not in dispute. Rather, Lender and Tenant disagree on the application of these interrelated agreements. Tenant argues that it did not breach the Subordination Agreement because the Settlement

Agreement terminated the Lease Agreement, and thus, all of Tenant's outstanding obligations to Borrower under the Lease Agreement were waived.

[21] To resolve the parties' disagreement, we must interpret these agreements. We construe lease agreements, subordination agreements, and settlement agreements in the same manner as any other contract. *See Sisters of St. Francis Health Servs., Inc. v. EON Props., LLC*, 968 N.E.2d 305, 311 (Ind. Ct. App. 2012) (resolving a dispute involving a lease agreement by way of contract interpretation); *Co-All., LLP v. Monticello Farm Serv., Inc.*, 7 N.E.3d 355, 358 (Ind. Ct. App. 2014) (noting that "[s]ubordination agreements are nothing more than contractual modifications of lien priorities"); *Jonas v. State Farm Life Ins. Co.*, 52 N.E.3d 861, 868 (Ind. Ct. App. 2016) (applying the general principles of contract law to a dispute involving a settlement agreement). "Cases involving contract interpretation are particularly appropriate for summary judgment, and because the interpretation of a contract presents a question of law, it is reviewed de novo by this court." *Steak N Shake Operations, Inc. v. Nat'l Waste Assocs., LLC*, 177 N.E.3d 816, 830 (Ind. Ct. App. 2021). "The goal of contract interpretation is to ascertain and give effect to the parties' intent as reasonably manifested by the language of the agreement. If the language is clear and unambiguous, it must be given its plain and ordinary meaning." *Decker v. Star Fin. Grp., Inc.*, 204 N.E.3d 918, 920–21 (Ind. 2023) (internal citations omitted). That is "we determine the parties' intent from the four corners of the document." *The Winterton, LLC v. Winterton Invs., LLC*, 900 N.E.2d 754, 759 (Ind. Ct. App. 2009) (quoting *Four Seasons Mfg., Inc. v. 1001 Coliseum, LLC*, 870 N.E.2d 494,

501 (Ind. Ct. App. 2007)), *trans. denied*. The unambiguous language of a contract is conclusive upon the parties to the contract as well as upon the court. *Id.* We will neither construe unambiguous provisions nor add provisions not agreed upon by the parties. *Id.*

[22] Here, Lender was entitled to summary judgment. Tenant acknowledged and agreed that Borrower had collaterally assigned all of its right, title, and interest to Lender under the Lease Agreement. The collateral assignment, which is evidenced in the Mortgage and Fixture Filing, gave Lender a security interest in Borrower’s personal property including any and all rents, income, and other benefits that Borrower may be entitled to from the Property and all proceeds of the Property in addition to the right to demand payment, collect rents, and other amount payable under the Lease Agreement.

[23] To protect each party’s interest in the Property, Lender, Tenant, and Borrower executed a Subordination Agreement expressing their “desire and intent” to “unconditionally subordinate[.]” the Lease Agreement “in every manner whatsoever” to the Subordination Agreement. Appellant’s App. Vol. 3 p. 71. The Subordination Agreement expressly provided Tenant’s consent to Borrower’s assignment of the Lease Agreement—effectuated by the Mortgage and Fixture Filing—and agreement to pay Lender any rents under the Lease Agreement upon Lender’s written notice to Tenant. Therefore, when Lender sent the Assignment of Lease Notice to Tenant’s counsel requiring payment of rents to be made directly to Lender on March 1, 2021, Tenant was required to send lease payments to Lender pursuant to the Subordination Agreement. The

Settlement Agreement was executed, and the payment under the Settlement Agreement was tendered, after the Assignment of Lease Notice. Therefore, Tenant breached the Subordination Agreement when it tendered payment to Borrower in conjunction with the Settlement Agreement.

[24] Tenant argues that Tenant’s payment to Borrower under the Settlement Agreement was not a payment of “rent” such that the Tenant had no obligation to make that payment directly to Lender under the Subordination Agreement. Appellant’s Br. p. 24; *see also* Appellant’s Reply Br. p. 12 (stating the Settlement Agreement payment “cannot be ‘rent,’ as defined by [Lender] and the Lease [Agreement], when it arises under [the Settlement] [A]greement that eliminated the Lease [Agreement] and any rent due thereunder”). We disagree. Borrower and Tenant entered into the Settlement Agreement “in order to resolve any dispute over the Lease” Agreement because “a dispute ha[d] arisen between [Borrower] and Tenant regarding the Lease [Agreement] and Tenant’s *obligation to pay rent* under the Lease [Agreement].” Appellant’s App. Vol. 3 p. 107 (emphasis added). In other words, Tenant’s obligation under the Settlement Agreement arose due to Tenant’s obligation under the Lease Agreement, rendering payment under the Settlement Agreement, the type of payment that Tenant was required to pay Lender upon Lender’s written notice pursuant to the Subordination Agreement. Tenant’s failure to do so was a breach of the Subordination Agreement. Therefore, the trial court appropriately granted Lender’s Second MSJ.

B. Damages

I. Actual Damages

[25] Tenant claims that the trial court erred when it awarded actual damages to Lender. Tenant specifically argues that the Final Judgment against Tenant “allows for a double recovery without considering [Lender’s] actual damages, if any.” Appellant’s Br. p. 25 (emphasis added). However, Tenant failed to raise this issue in its response to the Second MSJ and during the Second MSJ hearing, thus waiving the issue on appeal. See *Ind. Bureau of Motor Vehicles v. Gurtner*, 27 N.E.3d 306, 311 (Ind. Ct. App. 2015) (“an argument or issue presented for the first time on appeal is waived for purposes of appellate review.”).

II. Attorneys’ Fees

[26] Tenant claims that the trial court erred when it awarded attorneys’ fees to Lender. “We review a trial court’s award of attorney’s fees for an abuse of discretion.” *Minser*, 170 N.E.3d at 1102 (quoting *River Ridge Dev. Auth. v. Outfront Media, LLC*, 146 N.E.3d 906, 912 (Ind. 2020)). “An abuse of discretion occurs when the court’s decision either clearly contravenes the logic and effect of the facts and circumstances or misinterprets the law.” *Id.* “To make this determination, we review any findings of fact for clear error and any legal conclusions de novo.” *Id.*

Generally, Indiana has consistently followed the American Rule in which both parties generally pay their own fees. In the absence of statutory authority or an agreement between the

parties to the contrary—or an equitable exception—a prevailing party has no right to recover attorney fees from the opposition.

Id. (quoting *BioConvergence, LLC v. Menefee*, 103 N.E.3d 1141, 1160 (Ind. Ct. App. 2018), *trans. denied*).

[27] Here, Lender, Tenant, and Borrower executed the Subordination Agreement wherein the prevailing party was entitled to recover its costs and its reasonable attorneys' fees in the event of any legal or equitable action. In light of our conclusion that Lender was entitled to summary judgment due to Tenant's breach of the Subordination Agreement, Lender is entitled to recover attorneys' fees and costs pursuant to the Subordination Agreement. The trial court did not abuse its discretion when it awarded Lender its attorneys' fees and costs.

Conclusion

[28] Based on the foregoing, Lender was entitled to summary judgment. Furthermore, Tenant waived its double recovery argument because it raised the issue for the first time on appeal. Because Lender prevailed in this action against Tenant, Lender is entitled to attorneys' fees and costs pursuant to the Subordination Agreement.

[29] Affirmed.

Brown, J. and Riley, Sr. J., concur.

ATTORNEYS FOR APPELLANT

John M. Kuhl
Margaret M. Baron
Vorys, Sater, Seymour and Pease LLP
Columbus, Ohio

Michael F. Soder
Vorys, Sater, Seymour and Pease LLP
Cincinnati, Ohio

ATTORNEYS FOR APPELLEE

Lisa D. Starks
Barnes & Thornburg LLP
Fort Wayne, Indiana

Annette England
Barnes & Thornburg LLP
Indianapolis, Indiana