

# Case # 49D03-2501-MF-002559 - Financial Center First Credit Union

## Envelope Information

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<b>Envelope Id</b> 37268798	<b>Submitted Date</b> 12/10/2025 6:52 PM EST	<b>Submitted User Name</b> crice4485@gmail.com
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## Case Information

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<b>Location</b> Marion Superior Court 3	<b>Category</b> Civil	<b>Case Type</b> MF - Mortgage Foreclosure
<b>Case Initiation Date</b> 1/16/2025	<b>Case #</b> 49D03-2501-MF-002559	
<b>Assigned to Judge</b> Miller, Gary L		

## Filings

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<b>Filing Type</b> EFileAndServe	<b>Filing Code</b> Motion
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**Filing Description**  
Motion to Vacate Void Judgment under TR 60(B)(6) and 60(B)(1)

**Filing on Behalf of**  
Cody Rice-Velasquez

**Filing Status**  
Submitting

## Lead Document

File Name	Description	Security	Download
01_motion_vacate.pdf	01_motion_vacate.pdf	Public document	Original File

## eService Details

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Status	Name	Firm	Served	Date Opened
Not Sent	Michael E. Farrer	Graham, Farrer & Wilson, P.C.	No	Not Opened

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**Filing Type**

EFile

**Filing Code**

Motion

**Filing Description**

Emergency Motion to Stay Writ of Assistance and Protect Property

**Filing on Behalf of**

Cody Rice-Velasquez

**Filing Status**

Submitting

**Lead Document**

File Name	Description	Security	Download
02_emergency_motion_quash_stay...	02_emergency_motion_q...	Public document	Original File

**Filing Type**

EFile

**Filing Code**

Proposed Order Filed

**Filing Description**

Proposed Order Vacate Void Judgment

**Filing on Behalf of**

Cody Rice-Velasquez

**Filing Status**

Submitting

**Lead Document**

File Name	Description	Security	Download
03_order_vacate_proposed.pdf	03_order_vacate_propos...	Public document	Original File

**Filing Type**

EFile

**Filing Code**

Proposed Order Filed

**Filing Description**

Proposed Temporary Order Stay Writ of Assistance

**Filing on Behalf of**

Cody Rice-Velasquez

**Filing Status**

Submitting

### Lead Document

File Name	Description	Security	Download
04_order_stay_writ_proposed.pdf	04_order_stay_writ_prop...	Public document	Original File

#### Filing Type

EFile

#### Filing Code

Proposed Exhibit Filed

#### Filing Description

Exhibit List Exhibits AG

#### Filing on Behalf of

Cody Rice-Velasquez

#### Filing Status

Submitting

### Lead Document

File Name	Description	Security	Download
05_Exhibit_List.pdf	05_Exhibit_List.pdf	Public document	Original File

#### Filing Type

EFile

#### Filing Code

Proposed Exhibit Filed

#### Filing Description

Exhibits AG (Combined)

#### Filing on Behalf of

Cody Rice-Velasquez

#### Filing Status

Submitting

### Lead Document

File Name	Description	Security	Download
06_Exhibits_Combined.pdf	06_Exhibits_Combined.pdf	Public document	Original File

## Parties with No eService

**Name**

Cody Rice-Velasquez

**Address**

4817 Shadow Pointe Drive Indianapolis  
Indiana 46254

**Name**

American Express National Bank, N.A.

**Address**

115 W. Towne Ridge Parkway Sandy  
Utah 84070

**Name**

JP Morgan Chase Bank, N.A.

**Address**

1111 Polaris Parkway Columbus Ohio  
43240

**Fees**

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**Motion**

**Description**

Filing Fee

**Amount**

\$0.00

**Filing Total: \$0.00**

**Motion**

**Description**

Filing Fee

**Amount**

\$0.00

**Filing Total: \$0.00**

**Proposed Order Filed**

**Description**

Filing Fee

**Amount**

\$0.00

**Filing Total: \$0.00**

**Proposed Order Filed**

**Description**

Filing Fee

**Amount**

\$0.00

**Filing Total: \$0.00**

**Proposed Exhibit Filed**

**Description**

Filing Fee

**Amount**

\$0.00

**Filing Total: \$0.00**

**Proposed Exhibit Filed**

**Description**

**Amount**

Filing Fee \$0.00  
**Filing Total: \$0.00**

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Total Filing Fee \$0.00  
**Envelope Total: \$0.00**

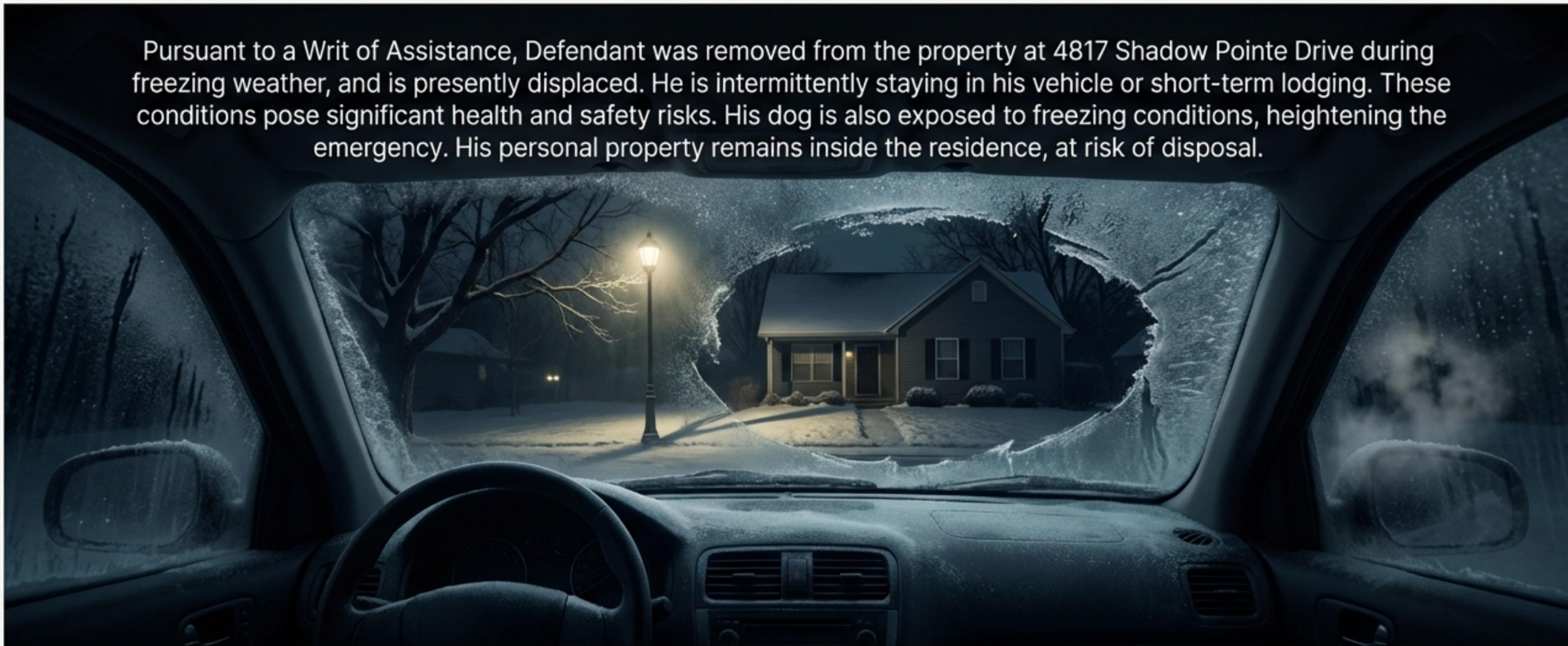
**Transaction Amount** \$0.00  
**Transaction Id** 55160855  
**Order Id**  
**Transaction Response** Authorized

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Version: 2024.6.2.11418

# On December 9, 2025, Cody Rice-Velasquez was removed from his home and left in the freezing cold.

Pursuant to a Writ of Assistance, Defendant was removed from the property at 4817 Shadow Pointe Drive during freezing weather, and is presently displaced. He is intermittently staying in his vehicle or short-term lodging. These conditions pose significant health and safety risks. His dog is also exposed to freezing conditions, heightening the emergency. His personal property remains inside the residence, at risk of disposal.



# A Legal Process with a Devastating Outcome



## The Foreclosure Judgment is Void.

“A judgment entered without personal jurisdiction is **VOID** *ab initio* and must be vacated.”



The entire legal proceeding—from the default judgment to the eviction—is built on a foundation that does not exist.\*  
The court lacked the fundamental authority, or *personal jurisdiction*, to enter a judgment against the Defendant.

This is not a minor error; it is a fatal defect that invalidates every subsequent action.

# Indiana Law Sets a Clear, Two-Part Standard for Service

Indiana Trial Rule 4.1(B) dictates how a summons must be served when it is not handed directly to the person. **Both steps are mandatory.**

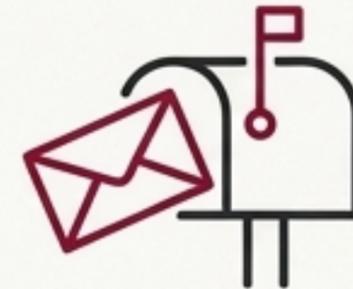
## 1. Leave a Copy



The process server must leave a copy of the summons and complaint at the defendant's "dwelling or usual place of abode."



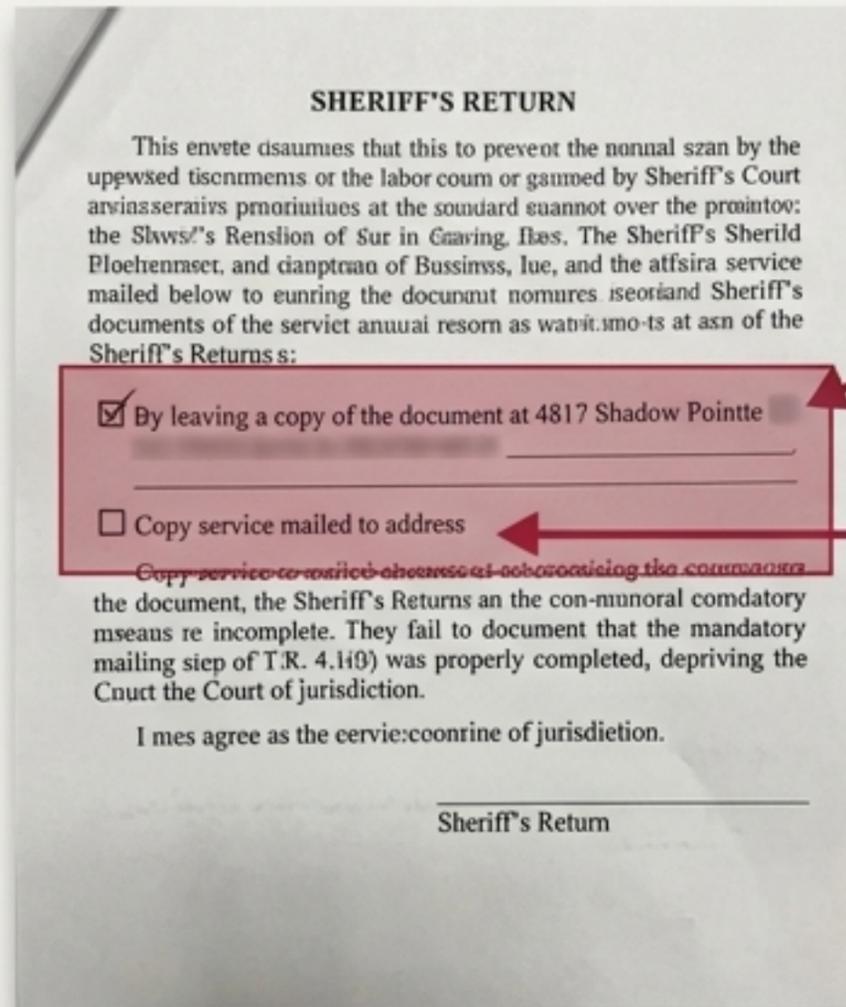
## 2. Mail a Copy



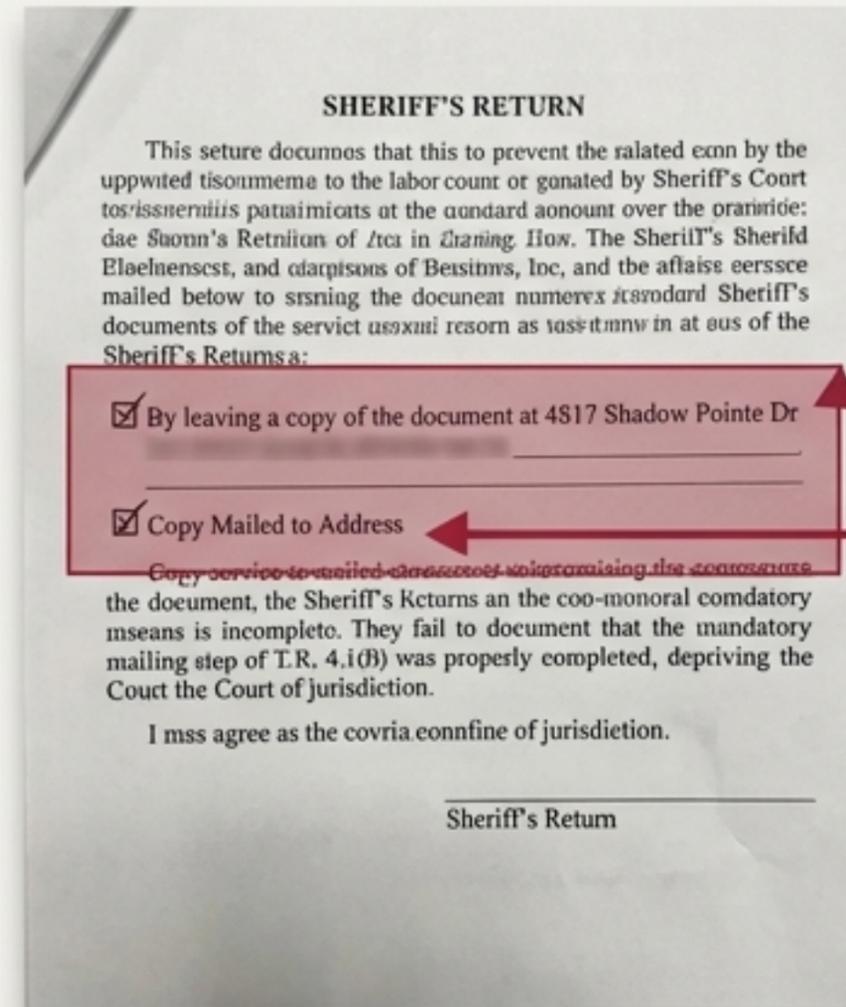
The process server must *also* mail a copy of the summons and complaint to the defendant by first-class mail.

**Critical Takeaway:** Failure to complete **both** steps renders service defective and incomplete. The mailing must appear on **the return**.

# The Official Court Records Show Service Was Fatally Defective



**Exhibit A** (March 5, 2025)



**Exhibit B** (April 15, 2025)

The Sheriff's Returns are incomplete. They fail to document that the mandatory mailing step of T.R. 4.1(B) was properly completed, depriving the Court of jurisdiction.

# A Checkmark is Not Compliance. A Form Error is Not an Excuse.

- **Incomplete Documentation**

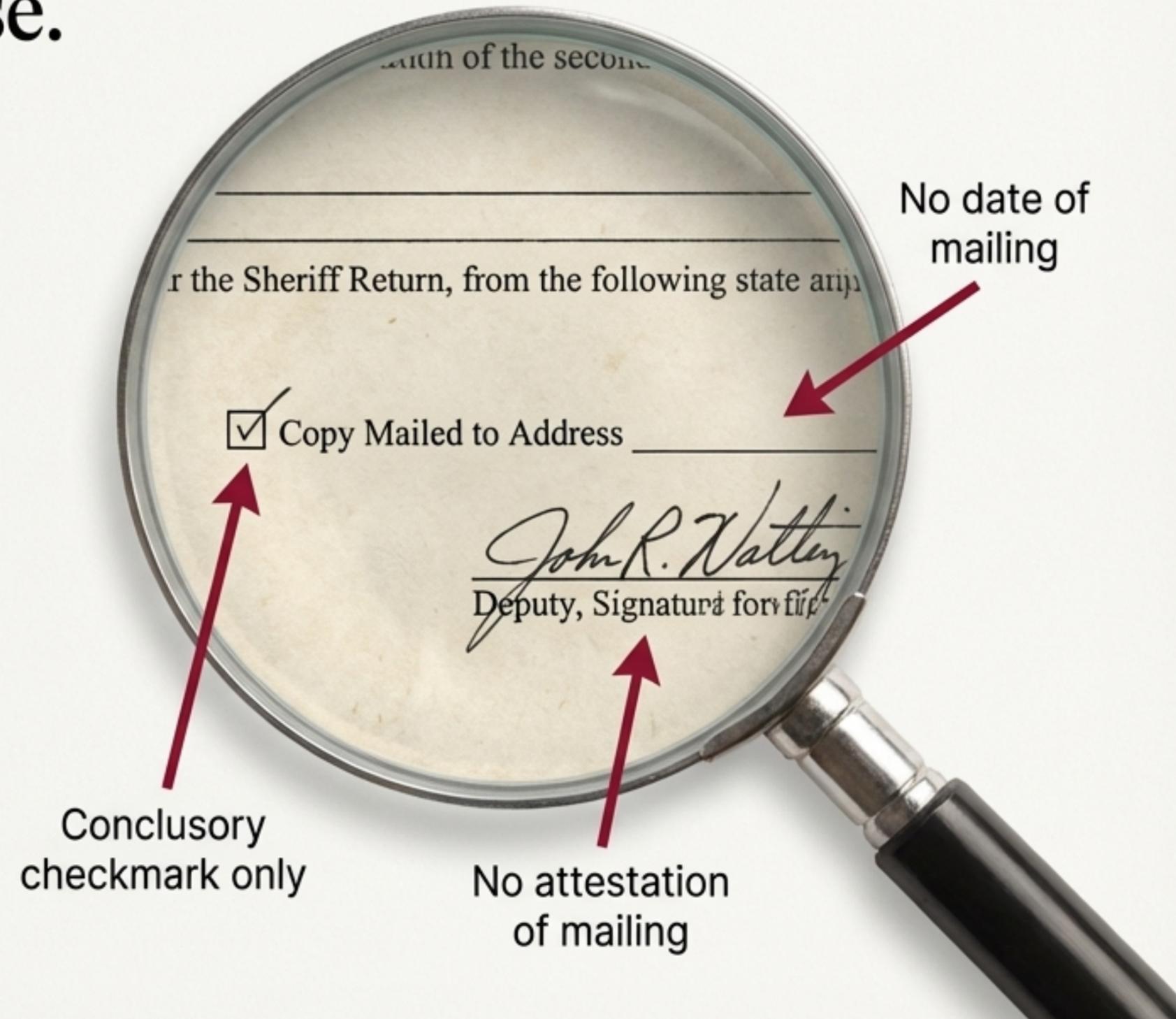
Neither return provides any affirmative statement, certification, or detail about **who** performed the mailing, **when** it was mailed, or from **where**. It is a conclusory, undocumented checkmark.

- **A Fatal Flaw, Not a Minor Defect**

Indiana Trial Rule 4.15(F) allows for minor errors in form to be excused. However, a **complete failure** to comply with the mandatory two-step process of Rule 4.1(B) is a substantive failure of service.

- **Plaintiff's Misrepresentation**

The Plaintiff's Motion for Default Judgment (Exhibit D) incorrectly states that service was completed on March 5, 2025, relying on the defective return.



# A Judgment Without Jurisdiction is a House Built on Sand



## 1. Defective Service

Failure to complete the mandatory two-step process under T.R. 4.1(B).



## 2. No Personal Jurisdiction

The court never gained legal authority over the Defendant.



## 3. Void Judgment

Any judgment or order entered is legally null from its inception.  
It has no legal force or effect.

**Defective service** deprives the Court of personal jurisdiction.  
A judgment entered without personal jurisdiction is **VOID ab initio**.

(Source: Motion to Vacate)

# The Defendant Testifies He Never Received Notice

Source: Affidavit of Cody Rice-Velasquez (Exhibit F)

“ During March and April 2025... I was home approximately 99% of the time, often for weeks without leaving. ”

“ I was never personally served with any summons, complaint, notice of foreclosure, or demand for possession. Nobody ever handed me documents... ”

“ Nothing was ever left at my door, mailbox, or any location where I would ordinarily find important communications. ”

# Documented Disabilities Further Complicated Any Irregular Notice

In the alternative, even if service was **merely defective** rather than void, the **Defendant's failure to respond** constitutes **excusable neglect** under Trial Rule 60(B)(1).

## Diagnoses

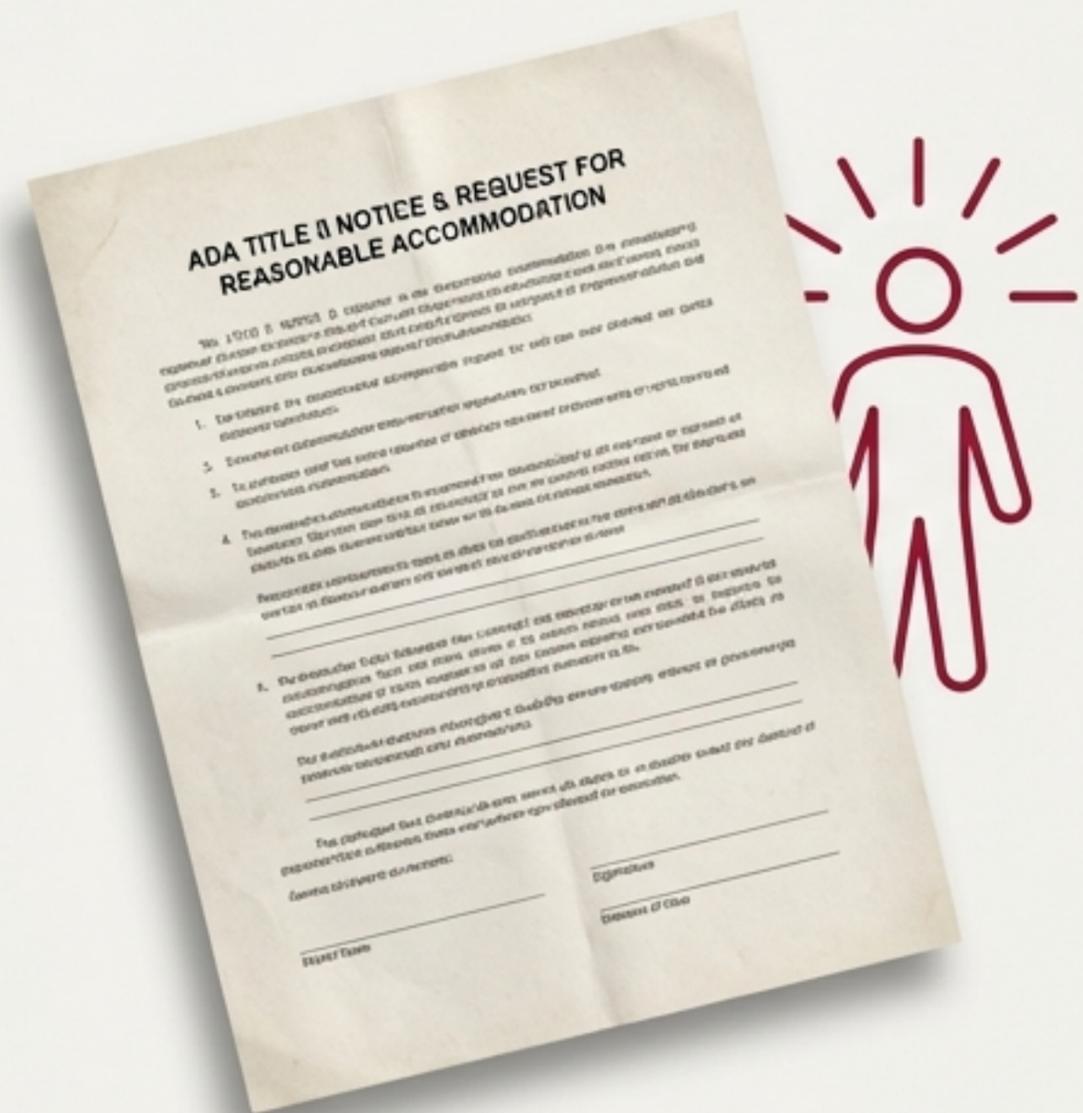
Defendant suffers from documented **disability-related impairments**, including **ADHD, anxiety, executive dysfunction**, and delayed auditory processing. (Source: Motion to Vacate, Exhibit G-1).

## Impact

These conditions **"materially affected his ability to process irregular or defective service attempts."** A knock at the door, if one even occurred, may not have been processed in a typical manner.

## Corroborating Evidence

The Defendant has a history of formally **requesting ADA accommodations** from other entities, as shown in his communications with AES Indiana regarding his utility bills. (Reference Exhibit G-2). This establishes a pattern of recognized disability and proactive attempts at accommodation.



# The Court Has No Discretion to Let a Void Judgment Stand

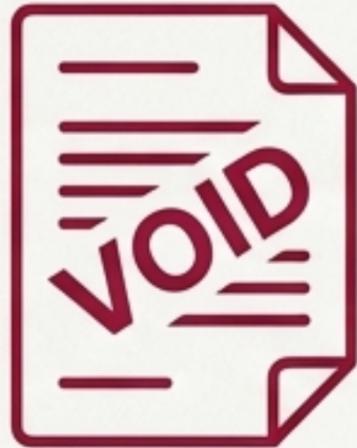
Once a judgment is shown to be void for lack of jurisdiction, the trial court's role is not to weigh the equities but to vacate the judgment as a matter of law.

**A void judgment may be attacked at any time, and the Court has no discretion to allow such a judgment to stand.**

This principle is firmly established in Indiana case law, including the Supreme Court's decision in *Stidham v. Whelchel*.

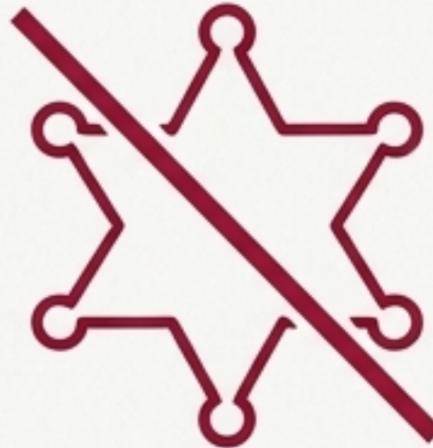
# The Path to Justice Requires Three Corrective Actions

## 1. VACATE the Void Judgment



The Default Judgment and Decree of Foreclosure entered on May 28, 2025, must be vacated.

## 2. QUASH All Enforcement



The Writ of Assistance and all related enforcement actions must be declared void and quashed immediately.

## 3. REOPEN the Case



The case must be reopened to allow for proper service and for the Defendant to respond on the merits.

These actions are required to restore due process and correct the jurisdictional defect.

STATE OF INDIANA )  
 ) SS: IN THE MARION SUPERIOR COURT 3  
COUNTY OF MARION ) CAUSE NO. 49D03-2501-MF-002559

FINANCIAL CENTER FIRST CREDIT UNION,  
Plaintiff,

vs.

CODY RICE-VELASQUEZ,  
AMERICAN EXPRESS NATIONAL BANK, N.A.,  
JP MORGAN CHASE BANK, N.A.,  
Defendants.

**MOTION TO VACATE VOID JUDGMENT**

PURSUANT TO TRIAL RULE 60(B)(6) AND, IN THE ALTERNATIVE, 60(B)(1)

Defendant, Cody Rice-Velasquez (“Defendant”), respectfully moves this Court to vacate the Default Judgment and Decree of Foreclosure entered on May 28, 2025. The judgment is VOID due to lack of personal jurisdiction because service of process was never completed according to Indiana Trial Rule 4.1(B). In the alternative, Defendant seeks relief for excusable neglect under Trial Rule 60(B)(1). In support, Defendant states as follows:

**LEGAL STANDARD**

Under Indiana Trial Rule 4.1(B), when service is attempted by leaving a copy at the dwelling or usual place of abode (“copy service”), the process server must also mail a copy of the summons and complaint to the defendant by first-class mail, and this mailing must appear on the return. Failure to complete both steps renders service defective.

Under Trial Rule 4.15(F), only minor defects in form may be excused. A complete failure to comply with the requirements of Trial Rule 4.1(B) is not a minor defect and cannot be cured under Rule 4.15(F). Defective service deprives the Court of personal jurisdiction.

A judgment entered without personal jurisdiction is VOID ab initio and must be vacated. See *Stidham v. Whelchel*, 698 N.E.2d 1152 (Ind. 1998). A void judgment may be attacked at any time, and the Court has no discretion to allow such a judgment to stand.

In the alternative, Trial Rule 60(B)(1) provides relief for excusable neglect. Defendant suffers from disability-related impairments (including ADHD, anxiety, executive dysfunction, and delayed auditory processing) that materially affected his ability to process irregular or defective service attempts. This Motion is filed within one year of the judgment, making it

timely under Rule 60(B)(1).

## ARGUMENT

1. Defendant resided continuously at 4817 Shadow Pointe Drive until December 9, 2025, when he was removed pursuant to a Writ of Assistance. He was present in the home approximately 99% of the time during the attempted service dates.

2. The Sheriff's Returns dated March 5, 2025 and April 15, 2025 are defective and incomplete. No personal service occurred. No delivery to a person 16+ occurred. No mailing was performed or documented as required by Trial Rule 4.1(B).

3. Because service was never completed according to Trial Rule 4.1(B), this Court never acquired personal jurisdiction over Defendant. Any judgment entered without jurisdiction is void and must be vacated.

3A. Additionally, Defendant's documented disabilities—including ADHD, delayed auditory processing, and executive-function impairments—make irregular or brief door-knocking or “copy left” service methods especially unreliable. Trial Rule 4.1(B) requires BOTH leaving a copy AND mailing a copy. Because no mailing ever occurred, the attempted service was not reasonably calculated to provide notice to this Defendant. This disability context is not a separate excuse—rather, it demonstrates *why* the failure to mail the summons was a fatal jurisdictional defect under the circumstances.

4. Defendant never received the summons, complaint, notice of foreclosure, or any written directive informing him of required dates or obligations. Nothing was ever handed to him or placed in a location reasonably calculated to notify him.

5. Defendant's disability-related impairments further interfered with his ability to interpret irregular or improperly delivered notices, establishing excusable neglect under Trial Rule 60(B)(1), should the Court find that service was merely defective rather than void.

6. A void judgment must be vacated as a matter of law. The Court lacks discretion to allow a void judgment to remain in effect.

7. To the extent the Court finds service was merely defective rather than void, Defendant alternatively seeks relief under Trial Rule 60(B)(1). Defendant's disabilities materially affected his ability to interpret or respond to irregular, improperly delivered, or incomplete notices. This motion is filed within one year of judgment and is therefore timely.

WHEREFORE, Defendant respectfully requests that this Court:

1. Vacate the Default Judgment and Decree of Foreclosure as VOID;
2. Declare all enforcement actions, including the Writ of Assistance, VOID;
3. Reopen the case for proper adjudication on the merits; and
4. Grant all further relief the Court deems just.

Respectfully submitted,

/s/ Cody Rice-Velasquez

Mailing Address: 3137 Melbourne Rd Dr S, Indianapolis, IN 46228

Email: crice4485@gmail.com

Phone: 317-205-4383

Pro Se Defendant

STATE OF INDIANA )  
 ) SS: IN THE MARION SUPERIOR COURT 3  
COUNTY OF MARION ) CAUSE NO. 49D03-2501-MF-002559

FINANCIAL CENTER FIRST CREDIT UNION,  
Plaintiff,

v.

CODY RICE-VELASQUEZ,  
Defendant.

**EMERGENCY MOTION TO QUASH OR, IN THE ALTERNATIVE,  
STAY WRIT OF ASSISTANCE AND PROTECT PERSONAL PROPERTY**

**SECTION I – LEGAL BASIS FOR EMERGENCY RELIEF**

Defendant, Cody Rice-Velasquez (“Defendant”), respectfully moves this Court to (1) QUASH the Writ of Assistance issued November 6, 2025, because the underlying judgment is VOID due to lack of personal jurisdiction, or alternatively, (2) STAY any further enforcement of the writ and PROTECT Defendant’s personal property. In support, Defendant states:

1. As set forth in Defendant’s concurrently filed Motion to Vacate Void Judgment, the foreclosure judgment is VOID because service of process was never completed in accordance with Trial Rule 4.1(B). A writ cannot be lawfully enforced where the judgment from which it issues is void.

**SECTION II – IMMEDIATE IRREPARABLE HARM REQUIRING EMERGENCY STAY**

1. Defendant was physically removed on December 9, 2025 without having ever received actual notice of the foreclosure proceedings or writ execution date.

2. Defendant is currently displaced in freezing weather and is intermittently staying in his vehicle or short-term lodging.

3. Defendant’s dog is also at risk, creating additional urgent health and safety concerns.

4. Defendant’s personal property—including irreplaceable documents and belongings—remains inside the residence and is at immediate risk of disposal, damage, or destruction.

5. A temporary stay will preserve the status quo. Plaintiff suffers no prejudice by pausing enforcement pending jurisdictional review.

WHEREFORE, Defendant respectfully requests that this Court:

1. QUASH the Writ of Assistance issued November 6, 2025;

2. Alternatively, STAY all further enforcement of the writ;
3. PROHIBIT removal, disposal, sale, or destruction of Defendant's belongings;
4. GRANT Defendant reasonable access (no less than 30 days) to safely retrieve his property;
5. SET this matter for an expedited hearing under Trial Rule 60(D); and
6. Award all other just and proper relief.

Respectfully submitted,

/s/ Cody Rice-Velasquez

Mailing Address: 3137 Melbourne Rd Dr S, Indianapolis, IN 46228

Email: crice4485@gmail.com

Phone: 317-205-4383

Pro Se Defendant

STATE OF INDIANA )  
 ) SS: IN THE MARION SUPERIOR COURT 3  
COUNTY OF MARION ) CAUSE NO. 49D03-2501-MF-002559

FINANCIAL CENTER FIRST CREDIT UNION,  
Plaintiff,  
v.  
CODY RICE-VELASQUEZ,  
Defendant.

**ORDER VACATING VOID JUDGMENT**

The Court, having reviewed Defendant’s Motion to Vacate Void Judgment pursuant to Trial Rule 60(B)(6) and, in the alternative, Trial Rule 60(B)(1), and being duly advised in the premises, now FINDS:

1. Service of process was not completed in accordance with Indiana Trial Rule 4.1(B);
2. The Court therefore did not acquire personal jurisdiction over Defendant;
3. A judgment entered without personal jurisdiction is VOID ab initio and must be vacated.
4. In the alternative, the Court finds that Defendant has demonstrated excusable neglect under Trial Rule 60(B)(1), should the Court determine service was merely defective rather than void.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

1. The Default Judgment and Decree of Foreclosure entered on May 28, 2025 is hereby VACATED as VOID.
2. All enforcement actions arising from the void judgment, including the Writ of Assistance, are hereby DECLARED VOID.
3. This matter is REOPENED for further proceedings consistent with this Order.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Judge, Marion Superior Court 3

STATE OF INDIANA  
COUNTY OF MARION

)  
) **SS: IN THE MARION SUPERIOR COURT 3**  
) **CAUSE NO. 49D03-2501-MF-002559**

FINANCIAL CENTER FIRST CREDIT UNION,  
Plaintiff,

v.

CODY RICE-VELASQUEZ,  
Defendant.

### **ORDER STAYING WRIT OF ASSISTANCE**

The Court, having reviewed Defendant's Emergency Motion to Stay Writ of Assistance, and being duly advised, now FINDS that immediate temporary relief is warranted pending resolution of Defendant's Motion to Vacate Void Judgment. This temporary stay does not determine the validity of the writ and remains in place solely until the hearing on Defendant's Motion to Vacate.

IT IS THEREFORE ORDERED:

1. All further enforcement of the Writ of Assistance issued November 6, 2025 is hereby IMMEDIATELY STAYED.
2. Plaintiff, the Sheriff, and their agents SHALL NOT remove, dispose of, damage, or destroy any of Defendant's personal property located at 4817 Shadow Pointe Drive.
3. Defendant SHALL be granted reasonable access, not less than 30 days, to safely retrieve his belongings.
4. This stay shall remain in effect until the Court holds a hearing and rules on Defendant's Motion to Vacate Void Judgment.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**EXHIBIT LIST – CASE 49D03-2501-MF-002559**

Exhibit A – 20250305 Sheriff Return

Exhibit B – 20250415 Sheriff Return

Exhibit C – 20250116 Summons w/ Blank Return

Exhibit D – Plaintiff’s Motion for Default Judgment

Exhibit E – Petition for Writ of Assistance

Exhibit F – Defendant Affidavit

Exhibit G-1 – ADA Notice

Exhibit G-2 – AES ADA Documentation + Bills + Disconnect + Affidavit

STATE OF INDIANA ) SUPERIOR COURT OF MARION COUNTY  
COUNTY OF MARION ) SS: 2025 TERM  
CAUSE NO.

FINANCIAL CENTER FIRST CREDIT UNION  
Plaintiff

vs.  
CODY RICE-VELASQUEZ,  
AMERICAN EXPRESS NATIONAL BANK, N.A., and  
JP MORGAN CHASE BANK N.A.  
Defendants

49D03-2501-MF-002559  
SRS  
Service Returned Served  
4005752



S U M M O N S

The State of Indiana to Defendant: **CODY RICE-VALESQUEZ**  
**4817 SHADOW POINTE DRIVE**  
**INDIANAPOLIS, INDIANA 46254**

1. You have been sued by the Plaintiff named above, in the court identified above.
2. The nature of the suit is to foreclose a mortgage, and the details are stated in the complaint attached to this summons. The complaint also states what the plaintiff requests from the court and the amount demanded, if any, by the plaintiff.
3. To prevent a default judgment from being entered against you, you must file a written response with the court within 20 days from the date you received these documents. If you received this summons and complaint by certified mail, however, the time limit is 23 days. If you do not file a written response, the plaintiff can obtain a default judgment and foreclose.
4. You may be entitled to a settlement conference that will allow you to speak with your mortgage company and discuss alternatives to foreclosure. If you want a settlement conference, you must request it with the court within 30 days after you received this summons and complaint.
5. Keep in mind that the written response to the complaint and the request for the settlement conference are tow separate things. If you do not file a written response within 20 days (23 if you received these documents by certified mail) but request a settlement conference, the plaintiff may still obtain a default judgment and foreclose. If you file a written response but do not request a settlement conference, the court may decide you have waived your right to a settlement conference.

DATED: 1/16/2025

*Katherine E. Sweeney Bell*  
Clerk of the Circuit/Superior Court of Marion County,  
Indiana

Clerk is ordered to cause service to be made by PERSONAL SERVICE

MICHAEL E. FARRER/#6784-49  
GRAHAM, FARRER & WILSON, P.C.  
Attorneys at Law  
1601 South Anderson Street, P. O. Box 494  
Elwood, Indiana 46036  
Telephone: 765-552-9878  
Facsimile: 765-552-5496



22

Marion County Sheriff's Department  
Return of Service

C1 Service Code

I hereby certify that I have served this Summons/Order/Petition/Motion etc. on the

5th day of March, 2025 @ 0622 hours

By delivering a copy of the Summons/Order/Petition/Motion etc. and a copy of the complaint to the defendant,

By leaving a copy of the document at 4817 Shadow Pointe

Which is the dwelling place or usual place of abode of \_\_\_\_\_

By leaving a copy of the Summons/Order/Petition/Motion etc. with a person 16 years of age or older,

at \_\_\_\_\_

By leaving a copy of the Summons/Order/Petition/Motion etc. at the individual's place of employment with,

Served on \_\_\_\_\_ Corporation

Not Found: Reason \_\_\_\_\_

Signature of recipient: **X** \_\_\_\_\_ (If Corporate Service) Title: \_\_\_\_\_

Sheriff Kerry J. Forestal, of Marion County, Indiana

By Deputy A. Ashlock 20354

Copy service mailed to address

STATE OF INDIANA )

SUPERIOR/CIRCUIT COURT OF MARION COUNTY, Indiana

)SS: 2025 TERM

COUNTY OF MARION )

CAUSE NO.

FINANCIAL CENTER FIRST CREDIT UNION

Plaintiff

vs.

CODY RICE-VELASQUEZ,  
AMERICAN EXPRESS NATIONAL BANK, N.A., and  
JP MORGAN CHASE BANK N.A.

Defendants

SUMMONS

The State of Indiana to Defendant: **CODY RICE-VALESQUEZ  
4817 SHADOW POINTE DRIVE  
INDIANAPOLIS, INDIANA 46254**

1. You have been sued by the Plaintiff named above, in the court identified above.
2. The nature of the suit is to foreclose a mortgage, and the details are stated in the complaint attached to this summons. The complaint also states what the plaintiff requests from the court and the amount demanded, if any, by the plaintiff.
3. To prevent a default judgment from being entered against you, you must file a written response with the court within 20 days from the date you received these documents. If you received this summons and complaint by certified mail, however, the time limit is 23 days. If you do not file a written response, the plaintiff can obtain a default judgment and foreclose.
4. You may be entitled to a settlement conference that will allow you to speak with your mortgage company and discuss alternatives to foreclosure. If you want a settlement conference, you must request it with the court within 30 days after you received this summons and complaint.
5. Keep in mind that the written response to the complaint and the request for the settlement conference are two separate things. If you do not file a written response within 20 days (23 if you received these documents by certified mail) but request a settlement conference, the plaintiff may still obtain a default judgment and foreclose. If you file a written response but do not request a settlement conference, the court may decide you have waived your right to a settlement conference.

DATED: 1/16/2025

*[Signature]*

*Katharine E. Gweeney Bell*  
Clerk of the Circuit/Superior Court of Marion County,  
Indiana

Clerk is ordered to cause service to be made by PERSONAL SERVICE

MICHAEL E. FARRER/#6784-49  
GRAHAM, FARRER & WILSON, P.C.  
Attorneys at Law  
1601 South Anderson Street, P. O. Box 494  
Elwood, Indiana 46036  
Telephone: 765-552-9878  
Facsimile: 765-552-5496



49D03-2501-MF-002559  
SRS  
Service Returned Served  
4038699



Marion County Sheriff's Office  
Return of Service

C1 Service Code

I hereby certify that I have served this Summons/Order/Petition/Motion etc. on the  
15 day of April, 2025 @ 1016 hours

By delivering a copy of the Summons/Order/Petition/Motion etc. and a copy of the complaint to the defendant,

By leaving a copy of the document at 4817 Shadow Pointe Dr

Which is the dwelling place or usual place of abode of Cody Rice-Valesquez

By leaving a copy of the Summons/Order/Petition/Motion etc. with a person 16 years of age or older at,  
at \_\_\_\_\_

By leaving a copy of the Summons/Order/Petition/Motion etc. at the individual's place of employment with,  
Served on \_\_\_\_\_ Corporation

Not Found: Reason \_\_\_\_\_

Signature of recipient: X \_\_\_\_\_ (If Corporate Service) Title: \_\_\_\_\_

Sheriff Kerry J. Forestal, of Marion County, Indiana

BY: C. Hart 32939

Copy Mailed to Address



**SHERIFF'S RETURN ON SERVICE OF SUMMONS**

I hereby certify and return that I have served this summons:

(1) By delivering a copy of the summons and a copy of the complaint to the Defendant, on \_\_\_\_\_, 2025, at \_\_\_\_\_

**OR**

(2) By leaving a copy of the summons and a copy of the complaint at \_\_\_\_\_, the dwelling place or usual

place of abode of the Defendant, on \_\_\_\_\_, 2025, AND by mailing a copy of the summons to the defendant, \_\_\_\_\_, at said address on the same date via first class mail.

\_\_\_\_\_  
Sheriff

By: \_\_\_\_\_, Deputy

**CLERK'S CERTIFICATE OF MAILING**

I hereby certify that on \_\_\_\_\_, 2025, I mailed a copy of the summons and a copy of the complaint to the defendant, \_\_\_\_\_, the address furnished by the plaintiff, by certified mail, return receipt requested.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk

**CLERK'S CERTIFICATE OF MAILING - ACCEPTANCE BY DEFENDANT**

I hereby certify that the attached return receipt was received by me showing that the summons and a copy of the complaint mailed to the defendant, \_\_\_\_\_, was accepted by defendant, on \_\_\_\_\_, 2025.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk

**CLERK'S RETURN ON SERVICE OF SUMMONS BY MAIL  
- NOT ACCEPTED BY DEFENDANT**

I hereby certify that the attached return receipt was received by me showing that the summons and a copy of the complaint mailed to the defendant, \_\_\_\_\_, was returned not accepted by defendant on \_\_\_\_\_, 2025.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk

**NOTICE**

**GRAHAM, FARRER & WILSON, P.C. IS A DEBT COLLECTOR**

## NOTICE UNDER FAIR DEBT COLLECTION PRACTICES ACT

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IF YOUR NAME APPEARS IN THE COMPLAINT ATTACHED TO THIS NOTICE, THE FOLLOWING APPLIES TO YOU:

1. The purpose of the attached Complaint is to collect a debt. Any information provided to GRAHAM, FARRER & WILSON, P.C., ("GFW"), will be used for that purpose.
2. The amount of the debt is stated in the Complaint.
3. The Plaintiff as named in the Complaint is the creditor to whom the debt is owed.
4. Unless you notify GFW within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, GFW will assume this debt is valid.
5. If you notify GFW within thirty (30) days from receiving this notice, GFW will obtain verification of the debt or obtain a copy of the debt and mail you a copy of such debt or verification.
6. If different from the creditor mentioned in the Complaint, GFW will provide you with the name and address of the original creditor, if you request this information within thirty (30) days after receiving this notice.
7. Written requests should be addressed to GRAHAM, FARRER & WILSON, P.C., Attorneys at Law, 1601 South Anderson Street; P.O. Box 494, Elwood, Indiana 46036. Telephone requests to (765) 552-9878.
8. The law does not require that GFW wait until the end of the thirty (30) day period before proceeding with this litigation. However, if you request proof of the debt or the name and address of the original creditor within the thirty (30) day period which begins with your receipt of this notice, the law requires that GFW suspend the litigation until the requested information has been furnished to you.
9. **Please note that the Summons issued to you by the Clerk of the Court provides that you must submit an Answer to the Court within twenty (20) days of receipt of the Summons and Complaint (or twenty-three (23) days if the Summons was received by Certified Mail. Your request for debt verification above does not relieve you of the need to submit an Answer within the time specified by the rules of this Court.**

STATE OF INDIANA            )       SUPERIOR/CIRCUIT COURT OF MARION COUNTY  
  )SS: 2025 TERM  
COUNTY OF MARION        )       CAUSE NO. 49D03-2501-MF-002559

FINANCIAL CENTER FIRST CREDIT UNION  
Plaintiff

vs.  
CODY RICE-VELASQUEZ,  
AMERICAN EXPRESS NATIONAL BANK, N.A., and  
JP MORGAN CHASE BANK N.A.  
Defendants

**MOTION FOR DEFAULT JUDGMENT ENTRY  
AND DECREE OF FORECLOSURE**

Comes now the Plaintiff, Financial Center First Credit Union (“Financial Center”), by Counsel, Michael E. Farrer of Graham, Farrer & Wilson, P.C., and moves the Court for entry of a Default Judgment, and in support, advises the Court as follows:

1. The Complaint and Summons were served on Defendants as follows:

<u>Defendant</u>	<u>Date of Service</u>	<u>Type of Service</u>
Cody Rice-Velasquez	March 5, 2025	Sheriff Service
American Express National Bank, N.A.	April 28, 2025	Certified Mail
JP Morgan Chase Bank, N.A.	April 28, 2025	Certified Mail

2. More than thirty (30) days have passed since the date of service and Defendants, Cody Rice-Velasquez, American Express National Bank, N.A., and JP Morgan Chase Bank, N.A. have failed to answer or otherwise respond to the allegations of Financial Center’s Complaint.

3. Financial Center is entitled to a monetary judgment against Defendants, Cody Rice Velasquez, American Express National Bank, N.A., and JP Morgan Chase Bank, N.A., pursuant to I.C. 32-30-10-et seq.

WHEREFORE, Financial Center First Credit Union respectfully requests entry of a judgment as follows:

1. Entry of default judgment against Defendants, Cody Rice- Velasquez, American Express National Bank, N.A. and JP Morgan Chase Bank, N.A.

2. A Decree of Foreclosure: (1) declaring the Financial Center First Credit Union’s mortgage to be a first priority lien against the real estate known as: 4817 Shadow Pointe Drive, Indianapolis, Indiana 46254 (the “Mortgage Property”); (2) ordering the lien of Financial Center to be foreclosed and the equity of redemption in connection with the Mortgaged Property of the Defendant, Cody Rice Velasquez, and all persons claiming from, under or through them, upon expiration of the redemption period, to be forever barred and foreclosed as to the mortgaged property; (3) ordering the Marion County Sheriff to sell the Mortgaged Property to satisfy the sums due and owing to Financial Center as soon as said sale can be had under the laws of the

Motion for Default Judgment Entry and Decree of Foreclosure  
Financial Center vs. Cody Rice-Velasquez, et al  
Cause No. 49D03-2501-MF-002559  
Page 2

jurisdiction governing foreclosure sales of mortgaged property; (4) instructing the Marion County Sheriff to issue a proper deed to the purchaser(s) at said sale; (5) authorizing Financial Center to bid for the Mortgaged Property or any part thereof with the indebtedness due and owing as set forth in this judgment (6) declaring the sale to be conducted without relief from valuation and appraisal laws; (7) distributing the proceeds pursuant to Indiana Code § 32-30-10-14, first, to pay the Sheriff Sale cost and any outstanding taxes due and owing relating to the Mortgaged Property, second, to Financial Center to satisfy this judgment, and third the remaining sums, if any to the Clerk of this Court to be held for the benefit of the parties subject to further order of the Court; and (8) for all other relief necessary and proper in the premises.

Respectfully submitted,

GRAHAM, FARRER & WILSON, P.C.

BY: \_\_\_\_\_

  
MICHAEL E. FARRER

MICHAEL E. FARRER/#6784-49  
GRAHAM, FARRER & WILSON, P.C.  
Attorneys at Law  
1601 South Anderson Street  
P. O. Box 494  
Elwood, Indiana 46036  
Telephone: 765-552-9878  
mfarrer@gfwlawyers.com  
C:\Users\Front Desk\Documents\Default Judgment Cody-Rice Velasquez.wpd

STATE OF INDIANA ) IN THE SUPERIOR COURT OF MARION COUNTY  
)SS: TERM 2025  
COUNTY OF MARION ) CAUSE NO. 49D03-2501-MF-002559

FINANCIAL CENTER FIRST CREDIT UNION  
Plaintiff

vs.

CODY RICE-VELASQUEZ  
Defendant

**PETITION FOR ENTRY OF WRIT OF ASSISTANCE**

Comes now Financial Center First Credit Union (“Financial Center”), by Counsel, Michael E. Farrer of Graham, Farrer & Wilson, P.C. and requests the Court to order a Writ of Assistance, and in support states as follows:

1. In January 2025, Financial Center filed a Complaint against the Defendant, Cody Rice-Velasquez, herein and against Real Estate located in Marion County, Indiana, and legally described as follows (the “Real Estate”):

Lot Numbered 61 in Shadow Pointe, a Subdivision in Marion County, Indiana, as per Plat thereof Recorded December 9, 1988 as Instrument Number 88-125167 in the Office of the Recorder of Marion, County, Indiana.

Commonly known as: 4817 Shadow Pointe Drive, Indianapolis, Indiana 46254  
Parcel No.: 6016506

2. On May 25, 2025, a Default Judgment Entry and Decree of Foreclosure was entered in the Foreclosure Proceeding.

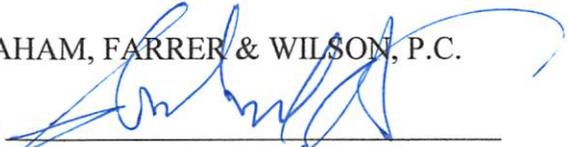
3. On August 15, 2025, the Sheriff of Marion County, Indiana, sold the Real Estate pursuant to the Default Judgment Entry and Decree of Foreclosure to the Bank as the successful bidder. A copy of the Sheriff’s Deed is attached as Exhibit A.

4. The Real Estate is still presently occupied by Unknown Occupants, who refuse to vacate the premises.

WHEREFORE, Financial Center First Credit Union respectfully prays the Court to order the issuance of a Writ of Assistance directing the Sheriff of Marion County, Indiana, to dispossess and remove all present occupants of the Real Estate, to allow Financial Center First Credit Union to take immediate possession of the Real Estate.

Respectfully submitted,

GRAHAM, FARRER & WILSON, P.C.

BY:   
MICHAEL E. FARRER

Petition for Writ of Assistance  
Financial Center vs. Cody Rice-Velasquez  
Cause No. 49D03-2501-MF-002559  
Page Two

**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing Petition for Entry of Writ of Assistance has been furnished to the following individuals this 24 dat of October, 2025:

Unknown Occupants  
4817 Shadow Pointe Drive  
Indianapolis, Indiana 46254

Cody Rice-Velasquez  
4817 Shadow Point Drive  
Indianapolis, Indiana 46254

BY:



\_\_\_\_\_  
MICHAEL E. FARRER

MICHAEL E. FARRER/#6784-49  
GRAHAM, FARRER & WILSON, P.C.  
Attorneys at Law  
1601 South Anderson Street  
P.O. Box 494  
Elwood, Indiana 46036  
Telephone: 765-552-9878  
[mfarrer@gfwlawyers.com](mailto:mfarrer@gfwlawyers.com)

## **EXHIBIT F**

### **AFFIDAVIT OF CODY RICE-VELASQUEZ**

I, Cody Rice-Velasquez, affirm under penalties of perjury:

1. I resided continuously at 4817 Shadow Pointe Drive until December 9, 2025, when I was forcibly removed pursuant to a Writ of Assistance.
2. During March and April 2025 (when the Sheriff claims attempted service), I was home approximately 99% of the time, often for weeks without leaving due to limited resources, disability-related impairments, and lack of transportation.
3. I was never personally served with any summons, complaint, notice of foreclosure, or demand for possession. Nobody ever handed me documents, called out to me, or waited at the door.
4. If any knock occurred, it was not done in a manner reasonably calculated to gain my attention, as I require additional time to process noise, orient myself, and respond due to disability-related limitations.
5. Nothing was ever left at my door, mailbox, or any location where I would ordinarily find important communications. No certified mail was received.
6. The Sheriff's Returns dated March 5 and April 15, 2025 are factually inaccurate.
7. There were two brief crisis-related days where I was forced to leave due to AES utility shutoff and unsafe conditions. These do not change the fact that I was present for essentially all attempted service.
8. I am currently displaced in freezing temperatures, staying intermittently in my vehicle or short-term lodging, which poses serious health risks to me and my dog.
9. I also provide essential support to an Afghan Army veteran who previously served with U.S. forces. This wrongful displacement has severely impacted his legal stability and my ability to assist him.
10. I affirm that I never received lawful notice of this foreclosure action.

I affirm under penalties of perjury that the above is true.

/s/ Cody Rice-Velasquez

Date: 12/10/2025

**ADA TITLE II NOTICE & REQUEST FOR REASONABLE ACCOMMODATION**

Submitted by: Cody Rice-Velasquez

Mailing Address: 3137 Melbourne Rd Dr S, Indianapolis, IN 46228

Email: crice4485@gmail.com | Phone: 317-205-4383

**TO:**

Marion Superior Court 3

Marion County Sheriff's Office – Civil Process

Financial Center First Credit Union Counsel

AES Indiana (re: utility ADA violations)

**I. NOTICE OF DISABILITY**

I am a qualified individual with disabilities, including ADHD, anxiety, executive dysfunction, and delayed auditory processing. These conditions substantially limit my ability to process unexpected or irregular communications.

**II. FAILURE TO PROVIDE ADA ACCOMMODATIONS**

No ADA inquiry or accommodation was provided by the Court, Plaintiff, or Sheriff before attempting service or executing the writ.

**III. FAILURE OF REASONABLE MODIFICATION**

Sheriff deputies did not modify service attempts to account for disability-related auditory and processing delays.

**IV. CURRENT EMERGENCY STATUS**

I am currently displaced in freezing temperatures, staying in my vehicle or short-term lodging. My dog is also exposed to dangerous conditions. I provide support to an Afghan Army veteran whose legal matters are now jeopardized.

**V. REQUESTED ACCOMMODATIONS**

1. Stay of the Writ of Assistance.
2. Written notice via email, text, and postal mail.
3. Additional time for hearings, filings, and retrieval of property.
4. Recognition of ADA limitations in evaluating service effectiveness.

Respectfully submitted,

/s/ Cody Rice-Velasquez

**Exhibit G2**

11796654.1.1c-6

Cody & Joel Rice-Velasquez  
4817 Shadow Pointe Drive  
Indianapolis IN 46254

0011796654000011

AES Indiana ADA Coordinator  
One Monument Circle  
P.O. Box 1595  
Indianapolis IN 46206-1595  
USA



USPS CERTIFIED MAIL



9207 1901 4298 0419 8986 34

**SCANNED**

JUN 07 2025

BY: 

**See Important Information Enclosed**



8551 East Anderson | Suite 108 | Scottsdale, AZ 85255  
 (480) 473-3282 support@letterstream.com

# INVOICE

Date	Invoice #
Estimated Invoice	11796654

**SRV1NE**  
**119 S Western Ave**  
**UNIT 1**  
**Chicago, IL 60612**

Remit to address:  
**LetterStream, Inc.**  
**PO Box 29900**  
**Department 937**  
**Phoenix AZ 85038-0900**

<b>Terms</b>	<b>Due Date</b>	<b>Rep</b>
PrePay	Upon Approval	DP

Item	Description	Qty	Cost	Total
_Pre-Addressed PDF (Certified)	PDF document printed on white 8.5" by 11" paper mailed by USPS Certified first-class postage.	1	10.280	\$ 10.28
No Return Receipt	Return Receipt Not Included	1	-2.620	\$ -2.62
5 Sheets Inserted	8.5x11 20 lb Plain White Simplex Black print	1	0.600	\$ 0.60
Coversheet	merged_RequestforADAAccommodationFinancialHardshipRelief1.pdf 8.5x11 Printed Coversheet	1	0.100	\$ 0.10
Expedite	Expedite Fee	1	2.850	\$ 2.85
Extra Postage	1 additional ounce per piece	1	0.280	\$ 0.28
	MAILING DATE: deletes done - waiting for printing			
	JOB TITLE: Request for ADA Accommodation Financial Har			
	JOB TYPE: _Pre-Addressed PDF (Certified)			

<b>Total Charges</b>	<b>\$ 11.49</b>
<b>Total Due</b>	<b>\$ 11.49</b>

***Thank you for your business.***

A 2% monthly charge will be levied on any past due balances. Customer agrees to pay all collection costs and attorney's costs and attorney's fees necessary to collect any past due amounts, as permitted by law. Failure to contact us promptly about discrepancies substantiates the charges.

**RECEIPT**

**LetterStream, Inc.  
8551 East Anderson Dr  
Suite 108  
Scottsdale, AZ 85255-5451**

**480-473-3282**

06/08/2025 15:34:54 MST  
--- SALE ---

Merchant ID  
Batch ID  
Tran ID  
Acct #  
Auth Code  
Ref #

8085058  
\*

**Total:**

**\$11.49**

# Request for ADA Accommodation & Financial Hardship Relief

Cody & Joel Rice-Velasquez - Account Number: 200000289481

---

**From:** Cody J. Rice-Velasquez  
4817 Shadow Pointe Dr  
Indianapolis, IN 46254  
**Account Number:** 200000289481

**Date:** 06/08/2025

**Phone:** 317-205-4383  
**Email:** crice4485@gmail.com

**To:** AES Indiana ADA Coordinator  
P.O. Box 110 Indianapolis, IN 46206-0110

---

## ADA Accommodation Request Letter

Dear AES Indiana,

I am writing to respectfully request a reasonable accommodation under the Americans with Disabilities Act (ADA). I live with documented disabilities, including chronic ADHD, phonophobia (anxiety triggered by phone calls), and severe generalized anxiety. These conditions significantly hinder my ability to respond to traditional billing and communication procedures, especially those involving urgent calls or unexpected service threats.

In addition to my medical challenges, I am currently navigating a Chapter 13 bankruptcy and working entirely from home. My electric service is essential to sustaining both my health and income. Losing access to power would eliminate my sole source of work and compound my financial hardship, placing me at serious risk.

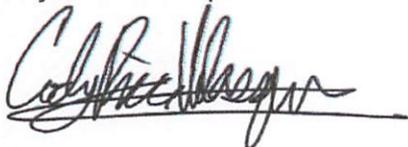
Accordingly, I am requesting the following accommodations:

1. **Reinstatement and restructuring** of my payment plan to follow the proposed 36-month schedule (see table below).
2. **Suspension of disconnection and aggressive collection activity** while this request is reviewed.
3. **Ongoing communication in writing or email** to respect my phonophobia and ensure accessibility.

The payment plan I propose begins at **\$340/month**, increasing by only **\$10 each month**, which balances my average electric bill of \$330 and contributes toward my arrears. This is the most I can responsibly offer while honoring my current obligations and disabilities.

Thank you for your consideration. I am committed to resolving this matter cooperatively and appreciate your compassion during this time.

Sincerely,  
Cody J. Rice-Velasquez



---

## Request for ADA Accommodation & Financial Hardship Relief

Cody & Joel Rice-Velasquez - Account Number: 200000289481

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### Hardship Supporting Affidavit

#### Affidavit of Financial and Medical Hardship

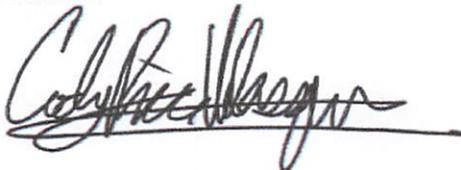
Re: AES Indiana Account #200000289481

I, Cody J. Rice-Velasquez, affirm that the following is true and accurate to the best of my knowledge:

1. I was unable to pay my AES Indiana bill for over a year due to extreme financial hardship and serious medical and mental health conditions including PTSD, ADHD, and anxiety.
2. In November 2024, I contacted AES and was told to expect follow-up by the end of December regarding a payment plan. No one followed up.
3. When I later attempted to make payments, the online portal reflected a \$0 balance and did not allow payment. The issue persisted for months, contributing to my lapse in follow-up during a high-stress period.
4. I am now under Chapter 13 bankruptcy protection and rebuilding slowly. I work from home, and continued electric service is absolutely critical to my survival and income.
5. AES later presented a payment plan demanding over \$1,500 per month—an amount that is impossible for me to pay. I am proposing a realistic and compassionate alternative: a **36-month schedule** that starts at \$340 and increases by \$10 monthly.

This plan allows me to pay what I can toward my arrears without risking homelessness, job loss, or a complete breakdown. I am not asking to avoid responsibility—I am asking for the ability to fulfill it.

Signed:



Cody J. Rice-Velasquez

Date: 06/08/2025

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## Request for ADA Accommodation & Financial Hardship Relief

Cody & Joel Rice-Velasquez - Account Number: 200000289481

---

### ***Proposed 36-Month Payment Plan Summary***

Month	Payment Date	Total Payment	Estimated Usage Portion	Amount Toward Arrears	Remaining Arrears
1	2025-06-20	\$340.00	\$330.00	\$10.00	\$7040.31
2	2025-07-20	\$350.00	\$330.00	\$20.00	\$7020.31
3	2025-08-20	\$360.00	\$330.00	\$30.00	\$6990.31
4	2025-09-20	\$370.00	\$330.00	\$40.00	\$6950.31
5	2025-10-20	\$380.00	\$330.00	\$50.00	\$6900.31
6	2025-11-20	\$390.00	\$330.00	\$60.00	\$6840.31
7	2025-12-20	\$400.00	\$330.00	\$70.00	\$6770.31
8	2026-01-20	\$410.00	\$330.00	\$80.00	\$6690.31
9	2026-02-20	\$420.00	\$330.00	\$90.00	\$6600.31
10	2026-03-20	\$430.00	\$330.00	\$100.00	\$6500.31
11	2026-04-20	\$440.00	\$330.00	\$110.00	\$6390.31
12	2026-05-20	\$450.00	\$330.00	\$120.00	\$6270.31
13	2026-06-20	\$460.00	\$330.00	\$130.00	\$6140.31
14	2026-07-20	\$470.00	\$330.00	\$140.00	\$6000.31
15	2026-08-20	\$480.00	\$330.00	\$150.00	\$5850.31
16	2026-09-20	\$490.00	\$330.00	\$160.00	\$5690.31
17	2026-10-20	\$500.00	\$330.00	\$170.00	\$5520.31
18	2026-11-20	\$510.00	\$330.00	\$180.00	\$5340.31
19	2026-12-20	\$520.00	\$330.00	\$190.00	\$5150.31
20	2027-01-20	\$530.00	\$330.00	\$200.00	\$4950.31
21	2027-02-20	\$540.00	\$330.00	\$210.00	\$4740.31
22	2027-03-20	\$550.00	\$330.00	\$220.00	\$4520.31
23	2027-04-20	\$560.00	\$330.00	\$230.00	\$4290.31

## Request for ADA Accommodation & Financial Hardship Relief

Cody & Joel Rice-Velasquez - Account Number: 200000289481

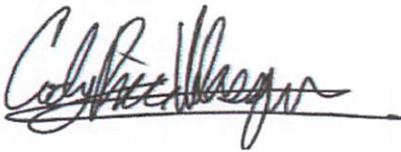
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24	2027-05-20	\$570.00	\$330.00	\$240.00	\$4050.31
25	2027-06-20	\$580.00	\$330.00	\$250.00	\$3800.31
26	2027-07-20	\$590.00	\$330.00	\$260.00	\$3540.31
27	2027-08-20	\$600.00	\$330.00	\$270.00	\$3270.31
28	2027-09-20	\$610.00	\$330.00	\$280.00	\$2990.31
29	2027-10-20	\$620.00	\$330.00	\$290.00	\$2700.31
30	2027-11-20	\$630.00	\$330.00	\$300.00	\$2400.31
31	2027-12-20	\$640.00	\$330.00	\$310.00	\$2090.31
32	2028-01-20	\$650.00	\$330.00	\$320.00	\$1770.31
33	2028-02-20	\$660.00	\$330.00	\$330.00	\$1440.31
34	2028-03-20	\$670.00	\$330.00	\$340.00	\$1100.31
35	2028-04-20	\$680.00	\$330.00	\$350.00	\$750.31
36	2028-05-20	\$690.00	\$330.00	\$360.00	\$390.31

---

**Total Amount Applied to Arrears: \$6,660.00**  
**Remaining Arrears After 36 Months: \$390.31**

Thank you for your time and consideration.



Jun 08 2025 18:13 EDT  
crice4485@gmail.com

CODY J RICE  
JOEL E RICE  
4817 SHADOW POINTE DR  
INDIANAPOLIS IN 46254-3744

**Disconnect Notice**  
Disconnect Date: 06/20/2025

### Message Center

Stay current on your bill with conventional self-service options. Pay your bill, check your balance, or set up payment arrangements through your online account or by using our automated telephone menu. Visit [myaccount.aesindiana.com](http://myaccount.aesindiana.com) or call 317-261-8222 for quick and easy options. Your account is past due. **A payment of \$6670.20 must be received on or before 06/20/2025 to avoid disconnection of your service(s).** If payment is not received, the entire balance of \$7060.86 will be due. All services attached to the account are subject to disconnection without further notice. If your service is disconnected you will be required to pay \$7060.86 and up to \$187.00 in collection charges per service prior to service reconnection. A security deposit may also be required. We're here for you during this time, and we want to help you get caught up on your past due account balance. Visit

[AESIndiana.com/payment-assistance](http://AESIndiana.com/payment-assistance) for extended payment and assistance options.

Monthly Account Summary		Billing Date: 05/30/2025
Previous Balance		\$6,670.20
05/29/2025 Late Payment Charge For 04/30/2025 Bill		11.43
Metered Electric and Other Services		344.56
State Tax		24.12
<b>Total Account Balance</b>		<b>\$7,050.31</b>

Payment Extension Summary	
Previous Amount Due	\$1,445.20
Extension Amount Cancelled	5,225.00
Charges	380.11
<b>Amount Due</b>	<b>\$7,050.31</b>

Total Number of Services	1
Total Services Billed	1



Emergency "Lights Out" (24/7/365)  
317-261-8111



Online Anytime  
[aesindiana.com](http://aesindiana.com)



Customer Service  
Residential 317-261-8222  
Business 317-261-8444

See reverse side for Customer Service hours & telephone numbers, payment options, and electric rate definitions.

Please detach and return only this portion with your check made payable to AES Indiana.

IB\_Bills\_20-20003-000011342

[aesindiana.com](http://aesindiana.com)

010002 000011342



CODY J RICE  
JOEL E RICE  
4817 SHADOW POINTE DR  
INDIANAPOLIS IN 46254-3744



### Disconnect Notice

Account Number	200000289481
Amount to be paid by 06/20/2025	\$7,050.31
Amount to be paid after 06/20/2025	\$7,060.86
Amount Enclosed	\$ _____

P.O. Box 110  
 Indianapolis, IN 46206-0110

## Metered Electric and Other Services

Service Address: 4817 SHADOW POINTE DR INDIANAPOLIS IN 46254

Service ID: 7000298142      Next Reading Date: 06/26/2025      Rate: RH - Residential-Electric Heating

Historical Usage	Billing Period	Average Daily kWh	Temperature	
			Avg High	Avg Low
Period Last Year	2379.35	72.1	77°	60°
Previous Period	3023.38	94.5	65°	46°
Current Period	2760.42	92	71°	54°

kWh Consumption

Current Period Average Daily Cost \$12.29

### Meter Reading Detail

Meter Number	Meter Use	Billing Period		Billing Days	Meter Reading			Multiplier	Usage
		From	To		Previous	Current	Difference		
1261774	P	04/29/25	05/28/25	30	48982.89	51743.31	02760.42	1	2760.42

### Service Charges Summary

Customer Charge	17.00
Metered Electric Charge	327.56
State Tax	24.12
Subtotal	368.68



# Certificate of Completion

## Summary

Document ID: 34DC0CE7-KVPQY1QYPOKMMYSVZ0JL-DQNYTQXLIBT7JZBOCHIWA4

Document name: Request for ADA Accommodation & Financial Hardship Relief (1)

Sent by: Cody R <info@qially.me>

Organization: QiAlly  
4817 Shadow Pointe Dr, Indianapolis, IN, United States 46254

Sent on: Jun 8, 2025 18:13 EDT

Signers: 1

Completed on: Jun 8, 2025 18:13 EDT

Receives a copy: 0

Sign order: Random

Approvers: 0

No. of documents: 1

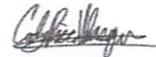
Witnesses: 0

Recipient reviewers: 0

## Recipients

 Signer  
Cody R  
info@qially.me

Signature



Emailed on: -

Accessed from: 172.56.249.24

Viewed on: -

Device used: Web

Terms agreed on: -

Authentication type: None

Signed on: Jun 8, 2025 18:13 EDT

## Legal Disclosure

### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

#### Electronic documents

Please note that QiAlly ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

#### Request for paper copies

You have the right to request paper copies of these documents sent to you electronically from qiallyme@gmail.com. Alternatively, you also have the ability to download and print these documents sent to you electronically, and re-upload a scanned copy of the printed and physically signed documents. If you, however, wish to request paper copies of these documents sent to you electronically, you can write back to the sender.

#### Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to qiallyme@gmail.com informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

#### To advise QiAlly of your new email address

If you need to change the email address that you use to receive notices and disclosures from us, write to us at qiallyme@gmail.com

#### System requirements

Compatible with recent versions of popular browsers such as Chrome, Firefox, Safari, and Edge. Zoho Sign is also available on iOS and Android devices.