

STATE OF INDIANA) IN THE SUPERIOR COURT
) SS:
COUNTY OF PORTER)

IN THE MATTER OF THREE)
PAINTINGS OF THE PERCY H. SLOAN) CAUSE NO.
CHARITABLE TRUST)
)

**VERIFIED PETITION TO MODIFY
CONDITIONS OF CHARITABLE TRUST
WITH RESPECT TO THREE PAINTINGS**

Petitioner, The Lutheran University Association, Inc. d/b/a Valparaiso University f/k/a, Valparaiso University Association (“Valparaiso University”), as Trustee for the public charitable trust of the collection of artworks donated by or purchased using income from funds donated by the estate and trust of Percy H. Sloan in Valparaiso, Indiana, by its attorneys, petition the Court to modify the conditions of a 1953 gift agreement by and between it and Louis F. Miller, as the executor and trustee of Percy H. Sloan (“Sloan”) with respect to three paintings that are subject to that agreement because such conditions have become impracticable, impossible and wasteful. Modification of those conditions is sought to permit the Valparaiso University to sell those three paintings and use the sale proceeds to renovate its freshman dormitories and create therein the “Sloan Gallery of American Paintings” in order to directly display other works of the Sloan collection to students, all of which is intended to increase student enrollment and more consistently honor Sloan’s intent of furthering conservative art and art education so far as is possible and as is consistent with the general plans of Valparaiso University.

In support of its petition, Valparaiso University states:

Introduction

1. Valparaiso University, a private, not-for-profit, institution of higher education located in Valparaiso, Indiana, petitions this Court, under the equitable doctrine of *cy pres* and/or pursuant to Indiana Code Section 30-4-3-27 to modify conditions with respect to three paintings in the art collection that were donated to or financed by income from the gift from Sloan.

2. In 1953, Valparaiso University received, as a charitable gift from the estate and trust of Sloan, a sum of cash and a collection of artworks comprised of paintings of Sloan's father, Junius R. Sloan, and from other painters largely of the mid-19th Century art movement known as the "Hudson River School" or otherwise "conservative" (the "Collection").

3. Sloan's gift to Valparaiso University was made pursuant to a gift agreement by and between it and Louis F. Miller, as the executor and trustee of Sloan, dated December 4, 1953 (the "Gift Agreement").

4. In donating the Collection to Valparaiso University, Sloan imposed certain conditions, among them the requirements that (a) the Collection be utilized so far as is possible and as is consistent with the general plans of the University in a manner agreeable with the Gift Agreement and Sloan's last will and testament and his revocable trust, (b) the Collection be augmented through expenditures of income, by approval of a committee, to purchase paintings of the type generally known as conservative, (c) the Collection be displayed, and (d) the Collection be used to serve and promote the causes of art education in a practical and cultural way.

5. Among the paintings in the Collection that Sloan gave to Valparaiso University was *Mountain Landscape* by Frederic E. Church. Since 1953, the committee created by the Gift Agreement augmented the Collection with the addition of works of art of various sorts, including

a modernist painting entitled *Rust Red Hills* by Georgia O’Keeffe and an impressionist painting called *The Silver Veil and Golden Gate* by Frederick Childe Hassam. The O’Keeffe and Hassam paintings are not conservative.

6. The O’Keeffe, Hassam, and Church paintings have all substantially appreciated in value such that Valparaiso University can no longer, as a practical matter, securely display them in accordance with the Gift Agreement without incurring substantial capital improvement costs to its current art museum. As a result of annual operating deficits due to its declining student enrollment, Valparaiso University lacks the financial resources to dedicate to museum improvement costs, making it impossible and impracticable for it to securely display those three paintings to its students and the public. Consequently, Valparaiso University moved the three paintings to secure storage.

7. Valparaiso University’s enrollment has decreased by nearly one-third over the past five years from 4,500 to less than 2,800 students. Declining enrollment and loss of income therefrom has caused Valparaiso University to have annual operating deficits. The operating deficit is projected to be \$9 million for the current school year. Given this situation, it is impractical and wasteful for Valparaiso University to spend funds on the capital improvements needed to securely display the O’Keeffe, Hassam, and Church paintings. It is likewise wasteful for those three paintings to remain in storage.

8. Faced with these circumstances, Valparaiso University seeks to sell the O’Keeffe, Hassam, and Church paintings from the Collection and use the sale proceeds to renovate its freshman dormitories and create therein the “Sloan Gallery of American Paintings” in order to directly display works from the Collection to students, all of which is intended to increase student enrollment to greater levels and also more consistently honor Sloan’s intent of furthering

conservative art and art education so far as is possible and as is consistent with the general plans of Valparaiso University.

9. The Indiana Attorney General has reviewed this Petition, waived service of summons thereof (Exhibit 1), and Valparaiso University believes that he will not object to the relief sought.

The Parties

10. Valparaiso University is a private, not-for-profit, liberal arts institution of higher education founded in 1859 and located in Valparaiso, Indiana.

11. The Indiana Attorney General “is the proper party” representing the State and public in “litigation involving questions of public charitable trusts.” *Zoeller v. East Chicago Second Century, Inc.*, 904 N.E.2d 213, 219 (Ind. 2009).

The Sloan Gift and the Conditions

12. On December 4, 1953, Louis P. Miller, as executor of Estate of Percy H. Sloan, deceased, under the Last Will and Testament of Percy H. Sloan, dated September 4, 1946 (the “Will”), and as trustee under the trust agreement between him and Percy H. Sloan, dated July 19, 1945, as amended on September 4, 1946 (the “Trust”), entered into the Gift Agreement with Valparaiso University, whereby, as executor and as trustee, he gave the Collection and a sum of cash to Valparaiso University (Exhibit 2).

13. Pursuant to Section 2 of the Gift Agreement (Exhibit 2), Valparaiso University agreed to accept the following conditions with respect to Sloan’s of art work and cash:

- (a) To hold the said funds and property agreeably to and in conformity with the purposes and conditions, more particularly set forth in said will, trust agreement, and this agreement, a copy of which will and trust agreement are hereto attached.

- (b) To expense the income only of said funds for the purposes and in the manner specified in said will, trust agreement, and in this agreement.
- (c) To provide as soon as practicable adequate housing and storage facilities for the said art collection in the general manner set forth in said documents.
- (d) To utilize the said collection of paintings, so far as possible, and as is consistent with the general plans of the University, in a manner agreeable to the provisions of said documents.
- (e) In augmenting the said collection to purchase paintings of the type generally known as conservative.
- (f) To make all purchases for the said collection by and through a committee of not less than three (3) members of whom the said Louis P. Miller shall be a member so long as he shall desire and be able to serve; and no purchase shall be made except upon the approval of said Louis P. Miller, so long as he shall be a member of said committee.
- (g) To cause to be displayed in a permanent place in the room where the said pictures or, any part thereof, are exhibited a plaque or tablet bearing the inscription "The Galleries of American Paintings" with language to indicate that the collection is the gift of Percy H. Sloan and Spencer Sloan in memory of their parents, Junius R. Sloan and Sara L. Spencer Sloan.
- (h) To display a representative selection of the works of said Junius R. Sloan in a suitable place not less frequently than once in each year.
- (i) Said collection shall be open to the public generally during such reasonable hours as the donee may prescribe; it being the intention of the parties to make the benefits of this collection available to all persons without distinction, either as to residence or otherwise.

... (j) and (k) omitted.

14. In donating the Collection, Sloan did not provide for a reversion should compliance with his conditions fail.

15. The Will (Exhibit 3) and Trust (Exhibit 4) set forth the purpose of the Sloan Collection, which is to use the paintings and cash that comprise the collection to display conservative art and further art education in a university setting located in the Chicagoland or

Midwest area. For example, Article Twelfth, subsection (b) of the Will (Exhibit 3) provides that the property comprising the Collection:

is to be devoted to the establishment, maintenance, and expansion of a permanent memorial to my parents ... which memorial is designed to serve and promote the cause of art education in both a practical and cultural way. ... It is my desire my trustee make arrangements with some suitable institution of learning or culture by which a permanent collection of American Art will be established and galleries provided for their housing and keep, either by the institution or by expenditure of part of the memorial fund

16. Likewise, Paragraph 12 of the Trust (Exhibit 4) provides that the purpose of the Collection is to further art education in a university setting located in the Chicagoland or Midwest area:

12. Reliably informed that in many of the colleges and universities provision for cultural advancement by the greater bulk of the students especially, is wholly lacking, and in most of the others is inadequate. In order to remedy this condition to the extent within my power, I direct that the Collection of American Paintings be built especially to meet the cultural as well as professional needs of the whole student body of a large and worthy educational institution (preferably located within the metropolitan Chicago area or, in any event, in the Middle West) not already provided sufficiently within such facility for promoting interest in art and esthetics among the youth of its campus.

17. Paragraph 15 of the Trust (Exhibit 4) states: “The paintings assembled for this collection shall all be in full color; and of the type of general character known as “conservative”.”

18. Similarly, Article Twelfth, subsection (b) of the Will (Exhibit 3) provides that with respect to the gift that:

... income only therefrom to be expended:

First: In the maintenance and expert care of the said collection, and a collection prints of early American and Hudson River schools which I am now assembling.

Second: Any balance of income remaining unexpended shall be expended in the acquisition of paintings by American artists in color and of the general character known as conservative and of any period of American Art.

The Three Paintings

19. The Collection currently includes 476 works of art. Of those, 365 are paintings by Sloan's father, Junius B. Sloan, while another 111 are paintings by other American artists of various styles but generally of the Hudson River School. Sloan donated 365 of the paintings in the Collection in 1953 or shortly thereafter. In 1978, donor J. Carson Webster donated 22 paintings by Junius B. Sloan to the Collection. The other 81 paintings in the Collection were acquired from the 1960s to the present using income from funds donated by Sloan.

20. One of those paintings includes *Mountain Landscape* by Frederic E. Church, a central figure in the Hudson River School of painters, which was given by Sloan.

21. Two of those paintings were purchased by the committee that was directed to be formed by the Gift Agreement (the "Committee") using the income from the Sloan gift. One of those two purchased paintings is the modernist painting *Rust Red Hills* by Georgia O'Keeffe, which was purchased in 1962 for \$5,700. (Exhibit 5). The other is the impressionist painting *The Silver Veil and Golden Gate* by Frederick Childe Hassam, which was purchased in 1967 for \$9,000. (Exhibit 6).

22. A photograph of that Church painting is attached. (Exhibit 7).

23. A photograph of that O'Keeffe painting is attached. (Exhibit 8).

24. A photograph of that Hassam painting is attached. (Exhibit 9).

The O’Keeffe and Hassam paintings are not conservative.

25. Notwithstanding Sloan’s condition that income from his gift be expended to purchase conservative art, the Committee purchased the modernist O’Keeffe painting and the impressionist Hassam painting. (Exhibit 10).

26. Those paintings are not conservative. (Exhibit 11). O’Keeffe is an American modernist. *Id.* Hassam is an American impressionist. (Exhibit 12).

27. At the time those paintings were purchased in the 1960s, the Committee knew that it was straying from Sloan’s directive to acquire conservative art. (Exhibit 10).

28. Committee member and Valparaiso University Professor Richard Brauer (“Brauer”) was aware of the “conservative” restriction when he decided to promote the purchase of modern art using Sloan funds, instead of conservative art, as evidenced by a letter from him to the Committee, dated December 5, 1961. (Exhibit 13). In that letter, Brauer professes his “strong bias for modern art” and attempts to convince the Committee that it should no longer limit the art purchases to conservative art but expand its purchases into modern art. His attempt was successful. He convinced Committee member Louis P. Miller (who had unilateral veto power pursuant to Section 2(f) of the Gift Agreement and who was Sloan’s executor and trustee), as documented in the Summary of Sloan Meeting dated March 4, 1962. (Exhibit 14). In that meeting, the Committee decided that it would start using Sloan endowment money to purchase modern art. It made this decision unilaterally, as opposed petitioning the courts for a change of purpose or changing the terms of the trust as required by law. The Committee purchased the O’Keeffe’s *Rust Red Hills* later that year. It purchased Hassam’s *The Silver Veil and the Golden Gate* in 1967. Brauer recounted those purchases in his “Chronological Highlights – A History of the Sloan Collection.” (Exhibit 10). In that history of the Collection, Brauer recounts that the

Committee was aware that “Adding “conservative” American paintings to the Sloan Collection was expected by the Trust Agreement ...” [and] that “what was done, rightly or wrongly in the years 1958 to 1972 ... was to purchase ... *Rust Red Hills* by Georgia O’Keeffe ... [and] *The Silver Veil and the Golden Gate* by Chide Hassam” (Exhibit 10, page 3).

Valparaiso University’s financial condition makes it impossible, impractical, and wasteful for it to securely display the three paintings; and their continued storage is wasteful.

29. The three paintings, particularly the non-conservative O’Keeffe and Hassam paintings, have become very valuable making it impractical for Valparaiso University to safely display them and making it wasteful for Valparaiso to retain them in storage indefinitely.

30. For decades, the O’Keeffe, Hassam, and Church paintings and other works from the Collection were displayed by Valparaiso University to its students and the public in accordance with the conditions imposed by Sloan. (Exhibit 10).

31. The Collection was first displayed in the Sloan Gallery of the Moellering Library at Valparaiso University and then later in a separate building currently known as the Brauer Museum of Art at Valparaiso University. (Exhibit 10).

32. The Brauer Museum of Art at Valparaiso University is museum in name only and not accredited by any museum association nor bound by any of museum association’s rules. It is not a separate entity but rather is one of multiple unincorporated divisions of Valparaiso University.

33. The Brauer Museum of Art at Valparaiso University has nearly 5,200 pieces of art, most of which are paintings, but it has the capacity to display only approximately 150 paintings at any given time.

34. Most of those artworks are of modest value but, in contrast, the O’Keeffe, Hassam, and Church paintings are highly valuable. According to appraisals received by

Valparaiso University, the fair market value of *Rust Red Hills* by Georgia O’Keeffe is estimated at \$10.5 - 15 million; the fair market value of *The Silver Veil and Golden Gate* by Frederick Childe Hassam is estimated to be between \$1-3.5 million, and the fair market value of *Mountain Landscape* by Frederic E. Church is estimated at \$1-3 million.

35. The Brauer Museum of Art at Valparaiso University lacks the security needed to protect and display those three paintings given their values and given that “activists” have, in recent years, taken to hurling soup and other harmful objects at classic art works such as the *Mona Lisa* by Leonardo da Vinci and *Sunflowers* by Vincent Van Gough. (Exhibit 15). The Brauer Museum of Art at Valparaiso University has no full-time security guards. It does not have protective, secure display cases. It lacks a state-of-the-art building security system of the quality need to secure paintings as valuable as the three paintings.

36. The cost of those capital improvements required in order to securely display the O’Keeffe, Hassam, and Church paintings is estimated to be between \$50,000-100,000, while the recurring annual salary and benefit cost of 1.5 security guards and full-time front desk person is estimated at \$150,000 annually.

37. Because Valparaiso University has experienced annual operating deficits for a number of years due to it declining enrollment, it lacks the operating funds required to renovate and staff the Brauer Museum of Art at Valparaiso University such that the O’Keeffe, Hassam, and Church paintings could be displayed securely.

38. In recent years, Valparaiso University's yearly expenses have exceeded its yearly revenue, gains and other financial support. The projected operating deficit for the 2023-2024 fiscal year is \$9 million.

39. Those deficits from Valparaiso University's declining student enrollment not only preclude it from incurring the capital costs needed in order to securely display the three paintings, they jeopardize its core educational mission and its continued economic contribution to the local and state economies. In 2019, Valparaiso University had \$161,463,966 of economic impact for the City of Valparaiso and Porter County, \$235,272,212 economic impact for the State of Indiana, and it added over 1,961 total jobs to the local and Indiana economy. (Exhibit 16).

40. After concluding that the Brauer Museum of Art at Valparaiso University required extensive renovation and capital improvement (for which funds are not available) to provide the appropriate protective environment for display of the O'Keeffe, Hassam, and Church paintings, Valparaiso University moved those three paintings to an off-site, third-party secure storage facility on September 12, 2023.

41. The continued display of O'Keeffe, Hassam, and Church paintings at the Brauer Museum of Art at Valparaiso University is impractical given the lack of funds need to display those paintings securely. In addition, retaining those three paintings in storage is and wasteful and does not further art education as intended by Sloan.

Valparaiso University's proposal to sell the three paintings and use the net proceeds to finance dormitory renovations including the construction of a Sloan Gallery of conservative art therein effectuates Sloan's intent insofar as is practical

42. Given its inability to safely display the O'Keeffe, Hassam, and Church paintings and given that their indefinite storage would be wasteful, Valparaiso University proposes to sell those three paintings for their respective fair market values.

43. Likewise, it would be equally wasteful to use the multi-million dollar proceeds from the proposed sale of the three paintings solely for the purpose of purchasing more works of

art for the Collection given that the Brauer Museum of Art at Valparaiso University already lacks the capacity to display the works that it has, let alone additional works. That museum already has nearly 5,200 pieces of art, most of which are paintings, but it has the capacity to display only approximately 150 paintings at any given time.

44. To avoid waste, Valparaiso University proposes to use the sale proceeds to renovate its freshman dormitories and create therein the “Sloan Gallery of American Paintings” in order to display other works of the Collection directly to students, all of which is intended to increase student enrollment to historic levels and honor Sloan’s intent of furthering conservative art and art education so far as is possible and as is consistent with the general plans of Valparaiso University.

45. Declining student enrollment has not only produced operating deficits in the magnitude of \$9 million, it has also decreased the number of students who may view the Collection, which is contrary to Sloan’s intent to display conservative art to students in order to further their education.

46. Increasing the size of the student body is a viable method of effecting Sloan’s intent as well as eliminating operating deficits attributable to declining student enrollment. Over the five-year period, from 2025-2029, the additional projected revenue from an additional 100 students is estimated to be \$10 million dollars.

47. Valparaiso University has concluded that one of the primary contributing factors in its declining student enrollment is its antiquated freshman dormitories, which lack centralized air conditioning, suite-style rooms, and other amenities that have come to be expected by prospective college students. The condition of these dormitories has made it difficult for

Valparaiso University to recruit incoming freshman students thereby contributing to its declining enrollment.

48. To address this issue, Valparaiso University's proposes to renovate its existing freshman dormitories (Brandt Hall and Wehrenberg Hall) as part of its Strategic Plan. (Exhibit 17).

49. The estimated cost of such renovations and capital improvements is between \$12-20 million depending on final scope of work and material costs.

50. Valparaiso University proposes to finance the cost of those renovations, at least in part, with all of the net proceeds from the proposed sale of the O'Keeffe, Hassam, and Church paintings. The sale of works from the Collection is not *per se* prohibited by the Gift Agreement, Will or Trust. Moreover, the sale of non-conservative O'Keeffe and Hassam paintings from the Collection is consistent with Sloan's intent to further conservative art.

51. Part of those renovation costs would include the creation of an art gallery in dormitory's common reading room where significant portions of the Collection could be securely displayed directly in the area where the students live. The other renovation costs would include the cost of improving the freshman dormitories generally.

52. The less valuable works in the Collection, including those of Sloan's father, could be securely displayed in that gallery. The other works of the Collection would be continued to be displayed in the available space at the Brauer Art Museum at Valparaiso University, and works may be periodically rotated between the two locations. The gallery display would include an interactive Sloan experience for students with information concerning the works displayed, the artist, Sloan's gift, and the history of the Collection.

53. Valparaiso University has prepared a rendering of the proposed gallery. (Exhibit 18).

54. The gallery would be named the "Sloan Gallery of American Paintings."

55. The foregoing Paragraphs 50-54 constitute Valparaiso University's proposal with respect to the O'Keeffe, Hassam, and Church paintings (the "Proposal").

56. There are at least four reasons why financing the renovations and capital improvements outlined in the Proposal with the net proceeds from the proposed sale of the O'Keeffe, Hassam, and Church paintings would effectuate Sloan's intent and is in the public's interest:

- a. It is not economically or practically feasible to properly and securely display the valuable O'Keeffe, Hassam, and Church paintings, and moving those paintings to storage indefinitely would only impair, not enhance, Sloan's purpose of fostering art education in a university setting;
- b. The Proposal to sell the non-conservative O'Keeffe and Hassam paintings is consistent with Sloan's intent to promote conservative art;
- c. Using the proceeds from such sale to create a gallery to display the Collection directly to students and to increase the number of students exposed to the Collection would effectuate Sloan's intent of fostering art education, particularly among students.
- d. The Proposal to sell the O'Keeffe, Hassam, and Church paintings would relieve Valparaiso University of the burden and expense of improving a facility to securely display them, put that property to productive use, and

generate substantial funds for it to increase the number of students exposed to art education which was Sloan's ultimate general charitable objective.

57. Sloan donated the Collection to Valparaiso University with the intent that it be displayed to promote of the study of conservative art. The foregoing proposal effectuates his intent as much as is practicable by displaying the Collection directly to students in a manner facilitating art education.

This Court has the authority to approve the Proposal

58. This Court has the authority to approve Valparaiso University's proposal even if the Court concludes the terms of the proposal deviate from the strict language of the Gift Agreement and the Will and Trust incorporated by reference therein.

59. Under the cy pres doctrine, "[i]f property is given in trust to be applied to a particular charitable purpose, and it is or becomes impossible or impracticable or illegal to carry out the particular purpose, and if the settlor manifested a more general intention to devote the property to charitable purposes, the trust will not fail but the court will direct the application of the property to some charitable purpose which falls within the general charitable intention of the settlor." *Quinn v. Peoples Trust & Sav. Co.*, 60 N.E.2d 281, 285 (Ind. 1945).

60. The cy pres doctrine has been codified in Indiana Code Section 30-4-3-27(a): "If property is given to a trust for a benevolent public purpose and the property is to be applied to a particular charitable purpose, and it is or becomes impossible, impracticable, wasteful, or illegal to carry out the particular purpose, and if the settlor manifested a more general intention to devote the property to charitable purposes, the trust need not fail, but the court may direct the application of the property to some charitable purpose which falls within the general charitable intention of the settlor."

61. Here, when Sloan gave property, in trust, to Valparaiso University, he intended to not only to benefit its students in an original, specific way via the Collection, but also to benefit students more generally concerning their art education. Section 2 of the Gift Agreement (Exhibit 2) provides his intent to “To utilize the said collection of paintings, so far as possible, and as is consistent with the general plans of the University, in a manner agreeable to the provisions of said documents.”

62. Unfortunately, Valparaiso University’s annual operating deficits from its declining enrollment coupled with the significant costs required to securely display the O’Keeffe, Hassam, and Church paintings, demonstrate that it is currently impracticable for Valparaiso University to retain those paintings for art education purposes and, moreover, it would be wasteful to hold those paintings in storage where they could not be viewed.

63. The Proposal offers the opportunity to sell those paintings, and use those funds a manner to not only benefit Valparaiso University and the students it educates but also serve Sloan’s intent of furthering art education in a university setting, so far as is practicable, using conservative art. The Proposal will enable improvements that will incorporate a gallery for the display of conservative art to students, as Sloan intended. Further, those improvements will increase student enrollment and thereby increase the number of students exposed to art in a practical setting, as Sloan intended. In this way, the Proposal hews as closely as possible to Sloan’s intent “so far as possible, and as is consistent with the general plans of the University.” For these reasons, the Court should exercise its discretion to approve the Proposal. *See, e.g., St. Mary’s Med. Ctr., Inc. v. McCarthy*, 829 N.E. 2d 1068, 1077 (Ind. Ct. App. 2005) (holding that even if there was a charitable trust or a valid condition subsequent requiring the use of donated property as a chapel, fifty years represents substantial compliance with any condition or trust).

64. The Indiana Attorney General “is the proper party” representing the State and public in “litigation involving questions of public charitable trusts.” *Zoeller v. East Chicago Second Century, Inc.*, 904 N.E.2d 213, 219 (Ind. 2009). Valparaiso University consulted with representatives of the Indiana Attorney General earlier this year and last year, and provided a copy of the Petition to representatives of that office before filing it with the Court. The Indiana Attorney General has not to-date objected to the Petition.

PRAYER FOR RELIEF

WHEREFORE, Valparaiso University prays for an Order authorizing it to (a) sell the O’Keeffe, Hassam, and Church paintings, (b) use the sale proceeds to pay for the costs, fees, and expenses relating to the Proposal and its approval, (c) use any excess sale proceeds over and above the costs of the Proposal for the operating expenses of its dormitories and the gallery therein that are the subject of the Proposal, and (d) granting it all other appropriate and just relief.

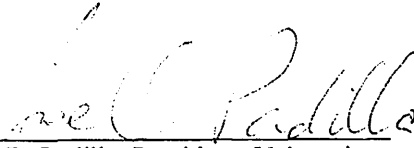
Respectfully submitted,

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VERIFICATION

I swear and affirm under the penalties for perjury that the statements in the Petition are true and correct to the best of my information and belief.



Jose D. Padilla, President, Valparaiso
University

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and exact copy of the foregoing Verified Petition was electronically filed with the Clerk of the Indiana Supreme Court, Court of Appeals, and Tax Court and was electronically served on the following counsel through the Indiana E-Filing System on May 28, 2024:

Scott Barnhart, Chief Counsel and Director of Consumer Protection
Tamara Weaver, Deputy Attorney General
Indiana Attorney General's Office
Indiana Government Center South
302 W. Washington Street, 5th Floor
Indianapolis, Indiana 46204

/s/ Randal J. Kaltenmark _____

Randal J. Kaltenmark