

STATE OF INDIANA) IN THE VANDERBURGH SUPERIOR COURT
) SS:
COUNTY OF VANDERBURGH) 2020 TERM

CAUSE NO. 82D06-2011-PL-

82D05-2011-PL-004878

WALTER MCCARTY
Plaintiff,

vs.

OLD NATIONAL BANK.
Defendant

COMPLAINT

The Plaintiff, Walter McCarty (“McCarty”), for his complaint against the Defendant, Old National Bank Corp (“Old National”) states:

PARTIES, VENUE AND JURISDICTION

1. Old National is a company in good standing and doing business and subject to regulatory oversight in Indiana and lists its corporate headquarters at 1 Main Street, Evansville, IN 47708.
2. McCarty has ties to the Evansville community and signed a contract to provide services to Old National in this jurisdiction and has performed duties outlined in the parties’ contract dated May 17, 2018.
3. Old National performed on the first year of the contract paying McCarty, but has not completed all payments due and owing and has breached their obligations.
4. Venue is proper under Indiana Trial Rule 75 (A) based upon the location of one or more of the parties and further, by contract which selects Indiana as the preferred venue.

FACTS TO ALL COUNTS

5. Old National is a Vanderburgh County business and obligated to McCarty by a contract signed by Bob Jones.
6. Old National on or about May 17, 2018 entered a Five (5) year agreement with McCarty and both parties performed duties outlined in the contract for 2018 and McCarty received payment for 2018.
7. Old National has not made all payments due to McCarty under the contract.
8. McCarty made public appearances and was available during the term of the Contract to Old National.
9. Old National agreed to pay an annual retainer of \$35,000 to McCarty.
10. McCarty has attempted to secure payment by discussions with Old National executives, was given assurances, and Counsel for McCarty has attempted 3 separate times to discuss matters with Old National's attorney of record in 82D06-2003-CC-001445.

COUNT 1

ACTION FOR BREACH OF CONTRACT, FAILURE TO PAY

11. McCarty restates paragraphs 1-10.
12. The parties have a valid and enforceable contract that has not been terminated by either party. Exhibit A.
13. McCarty performed his obligations under the contract and is owed compensation
14. McCarty has attempted to secure payment with oral discussions and text messages with executives of the Bank.

15. McCarty's counsel has tried to resolve this issue with Counsel of record for Old National in a contemporaneous action between the parties herein, namely in 82D06-2003-CC-001445.
16. Old National has defaulted and breached its contract with McCarty and McCarty has suffered irreparable loss and harm at the hands of Old National.
17. McCarty seeks his annual retainer owed to him for the balance of the contract.

THEREFORE, McCarty requests judgment against Old National for damages in the sum of all annual retainers under his contract, including all damages, interest and attorney fees allowed and all other just relief in the premises, including the right to consolidate this action with another current cause between the parties bearing the Cause Number 82D06-2003-CC-001445.

Respectfully Submitted,

/s/ Warren C. Mathies_____

Warren C. Mathies #24540-49

CERTIFICATE OF SERVICE AND COMPLIANCE

I, the undersigned, hereby certify that on the 5th day of November, 2020, I served a true and complete copy of the foregoing pleading through the United States Mail with postage prepaid envelope provided, hand delivery, through electronic mail or facsimile transmission to the below named individual:

Gregory Meyer
915 Main Street
Suite 205
Evansville, IN 47708

Rhett Gonterman
Asst. Corporate Counsel
One Main Street
Evansville, IN 47708

I further certify that the foregoing document complies with the requirements of Trial Rule 5(G) with regard to information excluded from the public record under Administrative Rule 9(G).

/s/Warren C. Mathies

Warren C. Mathies, #24540-49
MATHIES LAW
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Attorney for the Defendant