

# Indiana Driving Record

According To Indiana Records, The State Suspended Bagsby's Driver's License 10 Times From 2000 To 2014 Due To A Chemical Test Failure, Driving While Suspended, And Failing To Appear In Court And/Or Pay Penalties.

(Indiana BMV, Indiana Official Driver Record-Bagsby, Accessed 10/30/25)



## STATE OF INDIANA

Mike Braun, Governor

Kevin M. Garvey, Commissioner  
Bureau of Motor Vehicles  
100 North Senate Avenue  
Indianapolis, IN 46204

### Indiana Official Driver Record

\*\*Note: BMV only retains supporting documentation for a period of 10 years \*\*

RICHARD ROY BAGSBY

As of 10/30/2025 08:36 AM EDT

Birth date: 10/15/1982  
Gender: MALE

License number: 0770-94-4570  
License type: DRIVERS  
License expires: 10/15/2030  
License status: VALID  
SR-22: Not needed

Physical Description: Height: 5'9" Weight: 210lbs Hair Color: BLACK Eye Color: BROWN Donor: N

Endorsements Current points: 0  
2 - FOR HIRE - NON-CMV ONLY

Pending Endorsements  
NONE

Restrictions  
NONE

Pending Restrictions  
NONE

#### Suspension Information - (\* indicates active suspension) - (\*\* indicates closed/expired active suspensions stayed):

Susp ID	Type	Suspension reason	Effective Date	Expiration Date	Mail Date	Address ID	Fee Due
11	Suspension	FAILURE TO PAY CASE: 79D061404IF02423 TIPPECANOE SUP. #6 Phone: (765) 423-9750 Offense: NON-POINTABLE VIOLATION	06/10/2014	06/12/2014	06/10/2014	11	
9	Suspension	FAILURE TO APPEAR CASE: 08H010803IF30 DELPHI CITY Phone: (765) 564-2097 Offense: SPEEDING	04/30/2008	10/25/2010	04/17/2008	05	

Susp ID	Type	Suspension reason	Effective Date	Expiration Date	Mail Date	Address ID	Fee Due
8	Suspension	FAILURE TO PAY CASE: 79D060711IF08580 TIPPECANOE SUP. #6 Phone: (765) 423-9750 Offense: DRIVING WHILE SUSPENDED	01/18/2008	02/08/2008	01/07/2008	05	
7	Suspension	DRIVING WHILE SUSPENDED CASE: 79D060711IF08580 TIPPECANOE SUP. #6 Phone: (765) 423-9750	11/19/2007	02/17/2008	12/06/2007	05	
6	Suspension	FAILURE TO PAY CASE: 79D060705IF04259 TIPPECANOE SUP. #6 Phone: (765) 423-9750 Offense: SEAT BELT VIOLATION	07/10/2007	02/08/2008	06/27/2007	05	
5	Suspension	CHEMICAL TEST FAILURE CASE: 06D020609CM796 BOONE SUPERIOR #2 Phone: (765) 482-6502	09/05/2006	03/04/2007	03/02/2007	03	
4	Suspension	FAILURE TO APPEAR CASE: 79D060508IF07035 TIPPECANOE SUP. #6 Phone: (765) 423-9750 Offense: SEAT BELT VIOLATION	11/22/2005	12/21/2005	11/09/2005	03	
3	Suspension	FAILURE TO APPEAR CASE: 79D060508IF07225 TIPPECANOE SUP. #6 Phone: (765) 423-9750 Offense: IMPROPER TAIL LIGHTS	11/22/2005	12/21/2005	11/09/2005	03	
2	Suspension	FAILURE TO APPEAR CASE: 79E020005IF04236 TIPPECANOE COUNTY #2 Phone: (765) 423-9280 Offense: NON-MOTOR VEHICLE VIOLATION	09/14/2000	05/10/2004	09/01/2000	01	
1	Suspension	FAILURE TO APPEAR CASE: 79E020006IF5159 TIPPECANOE COUNTY #2 Phone: (765) 423-9280 Offense: NON-MOTOR VEHICLE VIOLATION	09/14/2000	05/10/2004	09/01/2000	01	

Convictions - (\* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	CMV	Hazmat	Susp ID	Disq ID
06/06/2014	0	NON-POINTABLE VIOLATION	04/08/2014	TIPPECANOE SUP. #6 / 79D061404IF02423	No	No		
10/10/2012	2	SPEEDING 34/20	08/14/2012	TIPPECANOE SUP. #6 / 79D061208IF07848	No	No		
12/19/2008	0	DRUG VIOL W/O VEH-MSDMNR	04/12/2008	TIPPECANOE SUP. #1 / 79D010804FA00010	No	No		
10/25/2010	2	SPEEDING 50/35	03/10/2008	DELPHI CITY / 08H010803IF30	No	No		
11/19/2007	8	DRIVING WHILE SUSPENDED	10/11/2007	TIPPECANOE SUP. #6 / 79D060711IF08580	No	No	7, 8	
06/25/2007	0	SEAT BELT VIOLATION	05/12/2007	TIPPECANOE SUP. #6 / 79D060705IF04259	No	No	6	
12/21/2005	2	IMPROPER TAIL LIGHTS	08/30/2005	TIPPECANOE SUP. #6 / 79D060508IF07225	No	No		
12/21/2005	0	SEAT BELT VIOLATION	08/28/2005	TIPPECANOE SUP. #6 / 79D060508IF07035	No	No		
05/10/2004	0	SEAT BELT VIOLATION	05/10/2000	TIPPECANOE COUNTY #2 / 79E020005IF04236	No	No		



# Eviction 2

**In April 2003, Pure, Inc. Filed An Eviction Lawsuit Against Bagsby, Which Resulted In A \$1,242 Judgment Being Issued Against Him.**  
(Tippecanoe Superior Court, Case 79D04-0304-SC-002171, Case Docket, Accessed 11/12/25)

## Pure Inc vs. Richard Bagsby

Case Number	79D04-0304-SC-002171
Court	Tippecanoe Superior Court 4
Type	SC - Small Claims
Filed	04/09/2003
Status	08/21/2018 , Decided

Is this your case?

## Parties to the Case

[Show all party details](#)

- Defendant **Bagsby, Richard**
- Plaintiff **Pure Inc**

## Chronological Case Summary

04/09/2003	<b>Converted Event</b> SMALL CLAIMS FILING FEE Receipt: 381398 Date: 04/09/2003
04/09/2003	<b>Converted Event</b> CAUSE SET FOR HEARING Event: EVICTION HEARING Date: 04/22/2003 Time: 8:25 am Judge: DONAT, GREGORY J Location: SUPERIOR COURT NO.4 Result: Eviction
04/10/2003	<b>Converted Event</b> SUMMONS ISSUED
04/10/2003	<b>Converted Event</b> Issue Date: 04/10/2003 Service : SUMMONS ISSUED Method : * TIPPECANOE COUNTY SHERIFF Cost Per : \$ 0.00 BAGSBY, RICHARD 350 ST RD 25 WEST APT B10 LAFAYETTE, IN 47909 Tracking No: T000050037
04/18/2003	<b>Converted Event</b> NOTICE OF EVICTION SERVED Method : * TIPPECANOE COUNTY SHERIFF issued : 04/10/2003 Service : SUMMONS ISSUED Served : 04/18/2003 Return : 04/18/2003 On : BAGSBY, RICHARD Signed By : Reason : NOTICE OF EVICTION SERVED Comment : BY LEAVING AND MAILING Tracking #: T000050037
04/22/2003	<b>Converted Event</b> Comes now the Plaintiff and the defendant fails to appear and defaulted. This cause is submitted on plaintiff's claim and evidence is heard thereon. The Court being duly advised finds for the plaintiff and enters judgment against the defendant as follows: (1) Defendant ordered to surrender possession of the premises located at 350 ST RD 25 WEST APT B10, LAFAYETTE, IN 47909 or before 5:00 p.m. April 29, 2003. The Court further orders that if defendant fails to vacate the premises by said date the Court will issue a Writ to the Sheriff for eviction within 72 hours. (This order expires in thirty (30) days.) (2) The Court finds for the plaintiff in the amount of \$1200.00 THEREFORE, judgment is entered for the plaintiff and against defendant in the amount of \$ 1200.00 plus \$42.00 court costs. Judgment payable within thirty (30) days. The issue of damages and security deposit held open. SO ORDERED April 22, 2003. Copy to Plaintiff and Defendant. (det)
04/22/2003	<b>Converted Event</b> JUDGMENT FOUND FOR PLAINTIFF : IS TO PAY \$1200.00 PLUS CC FOR A TOTAL AMOUNT OF \$1242.00
04/22/2003	<b>Converted Event</b> Calendar: EVICTION HEARING (Event Code: EVICT) (Result: Eviction) (Judge: GREGORY DONAT) (Time: 08:25:00)
04/30/2003	<b>Converted Event</b> Comes now the plaintiff and advises the Court defendant has not vacated the premises, and requests eviction notice. The Court now orders that the defendant shall vacate the premises of 350 ST RD 25 W. Apt. B-10, Lafayette, Indiana, on or before May 5, 2003 at 9:00 a.m. Notice ordered issued to Sheriff of Tippecanoe County for service on defendant as notice hereof.
05/15/2003	<b>Converted Event</b> 72 HR. WRIT FILED RETURN OF SHERIFF SHOWING SERVICE

# Eviction 3

## In 2007, Jay A. Benner Rentals Filed An Eviction Lawsuit Against Bagsby, Which Resulted In A \$211.50 Judgment Being Issued Against Him.

(Tippecanoe Superior Court, Case 79D04-0703-SC-01229, Case Docket, Accessed 11/12/25)

### Case Summary

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#### Jay A Benner Rentals vs. Richard Bagsby

Case Number	79D04-0703-SC-001229
Court	Tippecanoe Superior Court 4
Type	SC - Small Claims
Filed	03/21/2007
Status	03/20/2015 , Decided

Is this your case?

#### Parties to the Case

[Show all party details](#)

- Defendant **Bagsby, Richard**
- Plaintiff **Jay A Benner Rentals**

#### Chronological Case Summary

03/21/2007	<b>Converted Event</b> SMALL CLAIMS FILING FEE Receipt: 652722 Date: 03/21/2007
03/21/2007	<b>Converted Event</b> Plaintiff files SMALL CLAIMS EVICTION
03/21/2007	<b>Converted Event</b> SHERIFF SERVICE FEE Receipt: 652722 Date: 03/21/2007
03/22/2007	<b>Converted Event</b> CAUSE SET FOR HEARING Event: EVICTION HEARING Date: 04/04/2007 Time: 8:25 am Judge: DONAT, GREGORY J Location: SUPERIOR COURT NO.4
03/23/2007	<b>Converted Event</b> Issue Date: 03/23/2007 Service: SUMMONS ISSUED Method: * TIPPECANOE COUNTY SHERIFF Cost Per: \$ 0.00 BAGSBY, RICHARD 3107 SOUTH ST LAFAYETTE, IN 47904 Tracking No: T007004210
03/29/2007	<b>Converted Event</b> RETURN OF SHERIFF FILED SHOWING SERVICE Method : * TIPPECANOE COUNTY SHERIFF Issued : 03/23/2007 Service : SUMMONS ISSUED Served : 03/26/2007 Return : 03/28/2007 On : BAGSBY, RICHARD Signed By : copy left/copy mailed Reason : SUMMONS SERVED BY SHERIFF Comment : Tracking # : T007004210
04/04/2007	<b>Converted Event</b> Comes now the plaintiff in person. The defendant fails to appear and defaulted. This cause is submitted on plaintiff's claim and evidence is heard thereon. The Court being duly advised finds for the plaintiff and enters judgment against the defendant as follows: (1) Defendant ordered to surrender possession of the premises located at 108 S RIVER RD APT 439, WEST LAFAYETTE, IN 47906 on or before April 11, 2007. The Court further orders that if defendant fails to vacate the premises by said date the Court will issue a Writ to the Sheriff for eviction within 72 hours. (This Order expires in 30 days.) (2) The Court finds for the plaintiff in the amount of \$126.50. THEREFORE, judgment is entered for the plaintiff and against the defendant in the amount of \$126.50 plus \$85.00 court costs. Judgment payable within 30 days. The issues of damages and security deposit held open. SO ORDERED April 4, 2007. Copy to Plaintiff and Defendant.
04/04/2007	<b>Converted Event</b> Calendar: EVICTION HEARING (Event Code: EVICT) (Judge: GREGORY DONAT) (Time: 08:25:00)
04/10/2007	<b>Converted Event</b> JUDGMENT FOUND FOR PLAINTIFF : IS TO PAY \$126.50 PLUS CC FOR A TOTAL AMOUNT OF \$211.50

# Default on Debt 1

**In 2014, Springleaf Financial Services Of Indiana, Inc. Sued Bagsby For Defaulting On A High-Interest Loan. The Business Requested A \$3,403.95 Judgment, Plus Interest, Against Him.**

(Tippecanoe Superior Court, Case 79D01-1407-CC-00509, Suit on Note, Filed 7/2/14)

STATE OF INDIANA  
SS:  
COUNTY OF TIPPECANOE

**FILED**

JUL 02 2014

IN THE TIPPECANOE SUPERIOR COURT I

2014 TERM

*Christie Coffey*  
Clerk Superior Court No. 1 Tippecanoe Co.

CAUSE NO. 79D01-1407-CC-00509

Springleaf Financial Services of Indiana, Inc. f/k/a American General Financial Services, Inc.  
P.O. Box 3251 , Evansville IN 47731

VS

Richard Bagsby  
716 Paradise Avenue , Lafayette IN 47905

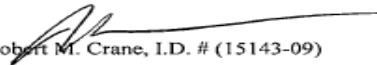
## SUIT ON NOTE

Comes now the plaintiff, by and through its attorneys, Hulse, Lacey, Hardacre & Austin, P.C., and complains of the defendant(s), and says:

1. That on 06/24/2013, the defendant(s), by a promissory note, a copy of which is attached hereto, made a part hereof, and marked as Exhibit 1, promised to pay to the plaintiff the principal sum as specified in said Exhibit, plus interest thereon, and in payments as specified in said Exhibit.
2. That the defendant(s) have failed and refused to make said payments as agreed and as a consequence thereof, said note is now in default and there is due and owing thereon the amount of \$3403.95, plus earned interest. Pursuant to Trial Rule 9.2, attached hereto, and made a part hereof, and marked as Exhibit 2, is plaintiff's Affidavit of Debt.
3. That said note provides for attorney fees and plaintiff requests an award of reasonable attorney's fees in an amount to be determined at trial.
4. This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

WHEREFORE, plaintiff sues and demands judgment against the defendant(s) in the amount of \$3403.95, plus earned interest, plus attorney fees in an amount to be determined at trial, court costs, and for all other proper relief in the premises.

HULSE, LACEY, HARDACRE & AUSTIN, P.C.,  
ATTORNEYS FOR PLAINTIFF

BY:   
Robert M. Crane, I.D. # (15143-09)

**A Judge Later Issued A \$3,653.95 Judgment Against Bagsby.**  
(Tippecanoe Superior Court, Case 79D01-1407-CC-00509, Order, Filed 8/6/14)

JUDGMENT DECREE

Comes now the plaintiff, Springleaf Financial Services of Indiana, Inc. f/k/a American General Financial Services, Inc., by and through its attorneys, Hulse, Lacey, Hardacre & Austin, P.C., and files its complaint against the Defendant(s), which complaint appears in the Court's books and records.


And it appearing to the Court that summons and a copy of the complaint were duly issued and served upon the Defendant(s), and more than twenty-three (23) days have elapsed since said service, and which summons and return read as follows, as evidenced by the Courts books and records.

And comes now the Plaintiff and this cause is submitted to the Court for trial, without the intervention of a jury, and the evidence is presented, including the Plaintiff's affidavit as to the amount due in this cause, and the evidence is concluded.

And the Court, being well and duly advised in the premises, now finds for the plaintiff, and that it is entitled to recover of and from the Defendant(s) the amount of \$3403.95 principal, plus pre-judgment interest calculated at a rate of 27.7000% from 06/24/2013, in the sum of \$0.00 to the date of judgment, with interest at the statutory rate from date of judgment until paid in full, plus attorney's fees in the amount of \$250.00, totaling \$3,653.95. Payments, if any, received by July 23, 2014, have been applied.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff have and recover of and from Defendant(s) the sum of \$3,653.95, plus remaining court costs, if any, all with relief from valuation and appraisal laws. The Court further finds that there is no just reason for delay and expressly directs entry of judgment in this cause.

Alhof which is ORDERED, ADJUDGED and DECREED in Open Court this the 6<sup>th</sup> day of August, 2014.

  
RANDY J. WILLIAMS, Judge  
TIPPECANOE SUPERIOR COURT I

## Default on Debt 2

In 2016, A Judge Issued A \$2,357.03 Judgment Against Bagsby After Personal Finance Co LLC Filed A Small Claims Lawsuit Against Him Over Unpaid Debt. (Tippecanoe Superior Court, Case 79D04-1406-SC-02456, Order, Filed 2/5/16)

86

STATE OF INDIANA )  
COUNTY OF TIPPECANOE ) SS: IN THE TIPPECANOE SUPERIOR COURT IV  
PERSONAL FINANCE CO, LLC, ) TO THE 2016 TERM  
Plaintiff, )  
-vs- ) CAUSE NO. 79D04-1406-SC-02456  
RICHARD R. BAGSBY, )  
Defendant. )

### AGREED ORDER

Comes now the Plaintiff, by his attorney, Marcel Katz, and come also the Defendant, Richard R. Bagsby, and gives a mailing address of 716 Paradise Avenue, Lafayette IN 47905, and the parties agree as follows:

Defendant agrees to pay the total due on the judgment in the amount of \$2,357.03, as of January 27, 2016, plus interest at the rate of 8% per annum, in the following manner:

Defendant shall pay the sum of \$300 per month beginning February 28, 2016, and a like sum of \$300 on the 28<sup>th</sup> day of each month thereafter for a period of six months. If Defendant complies with said agreement and makes all payments timely as agreed, upon payment of the final \$300 payment due on July 28, 2016, Plaintiff herein agrees to accept said sum in full and final settlement of said judgment, and shall release the judgment against Defendant at that time.

Should Defendant default on said arrangement, the full balance of \$2,357.03 plus accrued interest, less any payments made, shall be due and, at the option of Plaintiff, Plaintiff may then proceed with collection of the judgment as by law provided.

ALL OF WHICH IS AGREED this 5<sup>th</sup> day of February, 2016.

Richard R. Bagsby  
Richard R. Bagsby, Defendant

Marcel Katz  
Marcel Katz, Attorney for Plaintiff

SO ORDERED this 11 day of February, 2016.

Laura E. Moore

# Eviction 4

## In 2016, CFB Enterprises LLC Filed An Eviction Lawsuit Against Bagsby And A Number Of His Relatives For Failure To Pay \$3,000 In Rent.

(Tippecanoe Superior Court, Case 79D04-1605-SC-01808, Summons and Verified Complaint, Filed 5/23/16)

STATE OF INDIANA )

TIPPECANOE SUPERIOR COURT

COUNTY OF TIPPECANOE )

EVICTIION

CAUSE NO. 79D04-1605-SC-01808

CFB Enterprises, LLC, Plaintiff #2301930

Honorable LAURA ZEMAN, JUDGE

P. O. Box 93, Lafayette, IN 47902-0093

VS

Richard & Sara Bagsby, Aaron & Kelly Bagsby, Kamonte & Sarah Dixon, Tony Bryant, Robert & Jessica Hutchinson; Defendants; 400 North Earl Avenue, Lafayette, IN 47904

FILED  
MAY 23 2016  
Christa Coffey  
Clerk Superior Court No. 4 Tippecanoe Co.

### SUMMONS and VERIFIED COMPLAINT - POSSESSION

Counsel for corporate Plaintiff affirms under penalties of perjury that the following factual assertions are within the counsel's personal knowledge and are true to the best of his knowledge and belief:

- 1) Defendants lease for rent Plaintiff's property known as 400 North Earl Avenue, Lafayette, IN 47904, in Tippecanoe County, Indiana, and are in possession of the property.
- 2) Defendants failed to pay the full rent due on 5/22/2016 and all subsequent rent installments.

**WHEREFORE**, Plaintiff requests possession of said real estate, \$3,000.00 rent and other damages, late fees, the costs of this action including attorney's fees, and all other proper relief.

To Defendants: this cause has been assigned for hearing on June 2<sup>3</sup>, 2016 at 8:25 a.m. You must appear personally or by your Attorney to the Tippecanoe County Superior Court IV or the plaintiff may be given a default judgment against you.

Christa Coffey  
CLERK OF TIPPECANOE COUNTY

SIGNED BY

EA  
M. Benjamin, Attorney #4157-97 for Plaintiff  
P. O. Box 93, Lafayette, IN 47902-0093  
765/743-0849

DATED MAY 23 2016



**A Judge Later Issued A \$1,411 Judgment Against Bagsby And The Other Defendants.**  
(Tippecanoe Superior Court, Case 79D04-1605-SC-01808, Judgment, Filed 6/3/16)

STATE OF INDIANA                    )  
  ) SS: IN THE SUPERIOR COURT 4  
COUNTY OF TIPPECANOE         )

**CFB ENTERPRISES LLC vs. RICHARD BAGSBY et al**

**CASE NUMBER: 79D04-1605-SC-01808**

Come now the plaintiff and the defendant, Kelly Bagsby in person. Co-defendants fail to appear. The Court enters agreed judgment as to the defendant Kelly Bagsby and default as to co-defendants as follows:

Plaintiff acknowledges possession of the premises located at 400 NORTH EARL AVE, LAFAYETTE, IN, 47904.

The Court finds for the plaintiff and against defendants in the amount of \$1,210.00 plus \$201.00 court costs. Judgment payable within thirty (30) days.

Defendant Kelly Bagsby agrees that any possessions left in the premises will be deemed abandoned and that the plaintiff will charge the defendants to remove said possessions.

The issue of damages and security deposit held open.

SO ORDERED June 3, 2016

Copy to Plaintiff and Defendants (det)



**Laura W. Zeman, Judge**  
**Superior Court No. 4**

**EVICTION JUDGMENT**

**Cause No. 79D04-1605-SC-01808**

**Defendants Richard & Sara Bagsby, Aaron & Kelly Bagsby, Kamonte & Sarah Dixon, Tony Bryant, Robert & Jessica Hutchinson**

<b>Rent still due:</b>		
due date	4/23/2016	\$1,010.00
<b>Attorney fees (permitted by lease, Section 8)</b>		\$200.00
Late fees from 4/23/2016	40 days, waived	\$0.00
	(permitted by lease, Sec. 1, no more than \$150)	
<b>Other costs and fees as permitted by lease:</b>		\$0.00
<b>TOTAL (not including court costs)</b>		<u>\$1,210.00</u>
<b>COURT COSTS</b>		<u>\$201.00</u>
\$96.00		
\$25.00	for service by sheriff	
\$121.00	plus \$10.00 for each additional defendant	

**FILED**

# Default on Debt 3

In September 2023, NCB Management Services, Inc. Sued Bagsby For \$14,020.30 He Owed On A Loan, Plus \$896.74 In Interest.

(Tippecanoe County Superior Court, Case 79D01-2309-CC-001430, Complaint, Filed 9/26/23)

79D01-2309-CC-001430  
Tippecanoe Superior Court 1

Filed: 9/26/2023 10:55 AM  
Clerk  
Tippecanoe County, Indiana

STATE OF INDIANA  
COUNTY OF TIPPECANOE

IN THE TIPPECANOE SUPERIOR COURT  
CAUSE NO.

NCB MANAGEMENT SERVICES, INC.

PLAINTIFF

vs.

RICHARD BAGSBY

DEFENDANT

## COMPLAINT

The Plaintiff, by counsel, for its cause of action against the Defendant states as follows:

1. Defendant entered into the agreement attached hereto.
2. The original creditor is Cross River Bank, or its predecessor in interest.
3. The original account number is \*\*\*\*4745.
4. The Plaintiff owns and is the holder of an account due and owing by the Defendant, having acquired the account through sale, assignment, or other legal means.
5. The Defendant failed to make payments by the terms of this Agreement.
6. By failing to make required payments, Defendant is in default on the terms of the Agreement and breached the terms of the Agreement.
7. There is a balance due to the Plaintiff from the Defendant on the Agreement in the amount of \$14,020.30, plus accrued interest of \$896.74 as of October 21, 2022.
8. Although demand has been made upon the Defendant for payment of the current balance of this Agreement, the Defendant has failed to make full payment to the Plaintiff.
9. Venue is proper with this court based on the Defendant residing in TIPPECANOE County.

WHEREFORE, Plaintiff respectfully requests the following relief:

1. Judgment against the Defendant in the amount of \$14,020.30, plus accrued interest of \$896.74 as of October 21, 2022;
2. For Plaintiff's costs herein expended;
3. Any and all other relief to which the Plaintiff may be entitled.

## AFFIDAVIT OF DEBT

Comes now affiant, and states that:

I, Laloni Lalsingh, am of adult age and an employee of NCB Management Services, Inc. servicing agent for Plaintiff. I am fully authorized by Plaintiff to make the following representations. I am familiar with the record keeping practices of NCB Management Services, Inc.. The following representations are true according to the documents kept in the normal course of NCB Management Services, Inc.'s business and/or my personal knowledge:

RICHARD BAGSBY, Defendant has an account balance of \$14,020.30, plus fees and interest of \$896.74, which is due and owing to the Plaintiff on account \*\*\*\*4745.

This account was opened on April 21, 2020. The last payment posted to the account on January 26, 2022 in the amount of \$461.94. The account was charged off on June 21, 2022.

Plaintiff has obtained this debt from Cross River Bank, serviced by Upgrade, I and the original owner of this debt was Cross River Bank. Evidence of the debt, as required in Rule 9.2(A)(2), is attached as one or more Exhibits to the Affidavit.

The type of account is:  
 Loan

The account balance includes fees and interest of \$896.74 The account balance includes no post-charge-off late fees or post-charge-off interest.

Plaintiff is not seeking attorney's fees.

Plaintiff's business records do not show that Defendant(s) is a minor or an incompetent individual.

**In December 2023, A Judge Issued A \$14,917.04 Judgment Against Bagsby.**  
(Tippecanoe County Superior Court, Case 79D01-2309-CC-001430, Judgment, Filed 12/4/23)

STATE OF INDIANA  
COUNTY OF TIPPECANOE

IN THE TIPPECANOE SUPERIOR COURT  
CAUSE NO. 79D01-2309-CC-001430

NCB MANAGEMENT SERVICES, INC.

PLAINTIFF

vs.

RICHARD BAGSBY

DEFENDANT

**JUDGMENT**

On Motion by the Plaintiff, and the above-captioned Defendant having been served with process, and having failed to plead or otherwise defend, it is adjudged by the Court that the Plaintiff recover of the Defendant the sum of \$14,020.30, plus accrued interest of \$896.74 through October 21, 2022 plus all Court costs expended by Plaintiff.

December 4, 2023  
DATED

  
MAGISTRATE/JUDGE DB

# Default on Debt 4

**In September 2023, Midland Credit Management, Inc. Sued Bagsby For \$5,187.97 He Owed On A Credit Card, Plus Legal Fees And Interest.**

(Tippecanoe County Circuit Court, Case 79C01-2309-CC-001384, Complaint, Filed 9/15/23)

**79C01-2309-CC-001384** Filed: 9/15/2023 4:36 AM  
Clerk  
Tippecanoe County, Indiana

STATE OF INDIANA	)	Tippecanoe Circuit Court	) TIPPECANOE COUNTY CIRCUIT COURT
COUNTY OF TIPPECANOE	)		) SS: Case Number:
MIDLAND CREDIT MANAGEMENT, INC.	)		)
Plaintiff	)		)
v.	)		)
RICHARD R BAGSBY	)		)
Defendant	)		)

### COMPLAINT

Plaintiff, MIDLAND CREDIT MANAGEMENT, INC., by counsel, sues Defendant, RICHARD R BAGSBY, under Account Stated and in support thereof states:

1. Plaintiff is authorized to file this Complaint in this Court. Plaintiff owns portfolios of consumer receivables, which it attempts to collect. Plaintiff strives to treat its consumers, such as Defendant, with respect, compassion and integrity, hoping to provide mutually-beneficial opportunities for consumers to repay their debts and attain financial recovery.
2. Defendant is subject to this Court's jurisdiction.
3. Defendant established an account with CITIBANK, N.A., under redacted account number XXXXXXXXXXXXXXX-0194.
4. Defendant was provided statements delineating Defendants use of the account and stating the current balance due.
5. Defendant defaulted on the account.
6. A statement of account balance was sent to Defendant and not paid.
7. Plaintiff has acquired all right, title and interest to Defendant's account, and has attempted to contact Defendant through several means in an effort to resolve the account with Defendant, but has been unsuccessful. Defendant has not repaid the balance owed on the account. Plaintiff remains willing to discuss various options to resolve the outstanding obligation, although the options may be different than they were prior to the initiation of litigation.
8. Defendant owes Plaintiff \$5,187.97.

WHEREFORE, Plaintiff requests judgment against the Defendant for \$5,187.97 and costs of the action and post judgment interest at the statutory rate.

AFFIDAVIT OF DEBT

Comes now affiant, and states:

I, Garret Roden, am of adult age and am an employee of Midland Credit Management, Inc. ("Plaintiff" or "MCM"), and am fully authorized by Plaintiff to make the following representations. I am familiar with the recordkeeping practices of Plaintiff. The following representations are true according to documents kept in the normal course of business and/or my personal knowledge.

I have access to and have reviewed the electronic records pertaining to the account maintained by MCM and am authorized to make this affidavit on MCM's behalf. The electronic records reviewed consist of (i) data and records acquired from the seller or assignor when MCM purchased or was assigned the account, which were incorporated into MCM's business records upon purchase or assignment, and (ii) data and records generated by MCM in connection with servicing the account since the date the account was purchased by or was assigned to MCM. In addition, I reviewed the documents that are attached to this affidavit.

- 1) The Plaintiff has obtained this debt from CITIBANK, N.A. and the original creditor of this debt was CITIBANK, N.A.. Evidence of the debt, as required in Rule 9.2(A) (2), is attached as one or more Exhibits to this Affidavit.
- 2) RICHARD R BAGSBY, Defendant, had an account balance of \$5,187.97 as of 2023-08-03, which is owed to Plaintiff on account XXXXXXXXXXXXXXX0194 (hereinafter "the Account").
- 3) MCM's records show that the Account was opened on 2018-10-11 and the last payment posted to the Account on 2022-02-14 in the amount of \$125.00. MCM's records show that the Defendant defaulted on the Account on or after 2022-01-18 and the Account was charged off on 2022-07-18.
- 4) The type of account is:  
 Credit card account (e.g. Visa, MasterCard, Department Store).  
Company issuing credit card: CITIBANK, N.A.  
 Other:
- 5) The account balance includes:  
 MCM's records show that there are no late fees after 2022-08-24.  
 Interest at a rate of 0% beginning on 2022-07-18.
- 6) The Plaintiff is not seeking attorney's fees.
- 7) MCM's records do not show that Defendant is a minor or mentally incapacitated person.

**In November 2023, A Judge Issued A Default Judgment Against Bagsby For \$5,187.97, Plus Interest.**

(Tippecanoe County Circuit Court, Case 79C01-2309-CC-001384, Order Granting Default Judgment, Filed 11/16/23)

**ORDER GRANTING DEFAULT JUDGMENT**

This matter came before the court on Plaintiff's Motion for Entry of Default Judgment and Affidavit in Support of Motion for Entry of Default Judgment.

Having reviewed said Motion and Affidavit and the pleadings on file in this case, the COURT FINDS that Defendant, RICHARD R BAGSBY, was served with the Summons and Complaint, that Defendant has failed to file an Answer or other responsive pleading as of the date of this Order which is more than twenty (20) days after service of process on Defendant, that Defendant is not an infant or incompetent nor currently in military service, and that Plaintiff is entitled to a judgment against Defendant for damages and costs of court, plus post-judgment interest as allowed by law, and post-judgment costs of collection including those for executions, judgment liens, proceedings supplemental, and garnishments, which may issue hereafter.

It is, therefore, hereby ORDERED, ADJUDGED AND DECREED THAT:

A judgment is entered for Plaintiff MIDLAND CREDIT MANAGEMENT, INC. against Defendant RICHARD R BAGSBY in this cause in the sum of \$5,187.97, together with post-judgment interest thereon at the rate of eight percent (8%) from the date of this judgment until satisfied, as provided by law, plus Plaintiff's court costs expended herein, and costs for the filing of any executions, including judgment liens, proceedings supplemental, and garnishments, which may issue hereafter until this judgment is satisfied.

November 16, 2023

A handwritten signature in black ink, appearing to be 'S. R.', with the initials 'SP' written below it.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge, Tippecanoe Circuit Court

# Tax Warrant 1

In June 2024, The State Of Indiana Issued A \$781 Tax Warrant Against Bagsby And His Wife, Sara.

(Lexis-Nexis, IN State Tax Warrant Database, Accessed 9/23/25)

NO.	TYPE	STATUS	AMOUNT	FILE DATE	FILE NUMBER	JURISDICTION
<input type="checkbox"/> 1.	State Tax Warrant Release	See Details	\$781.00	06/18/2024	31015540	Indiana
<b>Debtor 1</b> <ul style="list-style-type: none"><li>○ <b>Bagsby, Richard</b></li><li>○ 7051 State Road 26 E Lafayette, IN 47905-8467</li><li>○ SSN: 310-92-XXXX</li><li>○ Release Date: 09/09/2024</li></ul> <b>Creditor 1</b> <ul style="list-style-type: none"><li>○ <b>State Of Indiana</b></li></ul> <b>Filing 2</b> <ul style="list-style-type: none"><li>○ Type: State Tax Warrant</li><li>○ Agency: Tippecanoe Circuit Court - Lafayette</li><li>○ Agency City: Lafayette</li><li>○ Agency State: IN</li><li>○ Agency County: Tippecanoe</li><li>○ Number: 31015540</li></ul>						
<b>Debtor 2</b> <ul style="list-style-type: none"><li>○ <b>Bagsby, Sara</b></li><li>○ 7051 State Road 26 E Lafayette, IN 47905-8467</li><li>○ SSN: 311-90-XXXX</li><li>○ Release Date: 09/09/2024</li></ul> <b>Filing 1</b> <ul style="list-style-type: none"><li>○ Type: State Tax Warrant Release</li><li>○ Agency: Tippecanoe Circuit Court - Lafayette</li><li>○ Agency City: Lafayette</li><li>○ Agency State: IN</li><li>○ Agency County: Tippecanoe</li><li>○ Number: 31015540</li></ul>						

# Default on Debt 5

**In May 2025, ABC Supply Sued Bagsby And His B Squared Construction Service LLC For \$13,960.68 In Unpaid Bills, Plus Collection Costs, Attorney Fees And Interest.**

(Marion County Superior Court, Case 49D02-2505-CC-022622, Complaint, Filed 5/13/25)

49D02-2505-CC-022622  
Marion Superior Court 2

Filed: 5/13/2025 4:30 PM  
Clerk  
Marion County, Indiana

STATE OF INDIANA	)	IN THE MARION SUPERIOR COURT
	)SS:	
COUNTY OF MARION	)	CAUSE NO.
AMERICAN BUILDERS & CONTRACTORS	)	
SUPPLY CO., INC. dba ABC SUPPLY CO., INC.	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
B SQUARED CONSTRUCTION SERVICE	)	
LLC and RICHARD BAGSBY aka RICHARD R.	)	
BAGSBY aka RICHARD ROY BAGSBY, JR.	)	
	)	
Defendants.	)	

**COMPLAINT ON ACCOUNT, ACCOUNT STATED  
AND GUARANTY**

Comes now plaintiff, AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. dba ABC SUPPLY CO., INC., and complains of defendant, B SQUARED CONSTRUCTION SERVICE LLC, and for its claim attaches hereto an Affidavit of Debt and alleges and says:

1. Defendant is indebted to plaintiff in the sum of \$13,960.98, for goods provided by plaintiff to defendant, at the latter's special instance and request, as more fully appears from Exhibit "A", attached hereto and made a part hereof, together with interest at the rate of 18% per annum from November 30, 2024.
2. The indebtedness referred to hereinabove is now past due and wholly unpaid.
3. Pursuant to a credit application executed by or on behalf of defendant, plaintiff is entitled to collection costs and reasonable attorney fees, together with interest at the rate of 18% per annum, and defendant waives any right to trial by jury. A true, exact and authentic copy of the credit application, redacted as necessary to protect confidential information, is attached hereto, made a part hereof, and marked Exhibit "B".

WHEREFORE, plaintiff prays for judgment against defendant in the sum of \$13,960.98, plus collection costs and reasonable attorney fees, together with interest, the costs of this action, and for all other proper relief.

49D02-2505-CC-022622  
Marion Superior Court 2

Filed: 5/13/2025 4:30 PM  
Clerk  
Marion County, Indiana

ABC Supply  
Account Aging Statement  
12/3/2024

Report for:  
B SQUARED CONST SERVICE  
GENERAL ACCOUNT 500 SOUTH ST  
LAFAYETTE, IN 47901-1893  
United States  
Account # [REDACTED]

Document	Document Date	Type	Due Date	PO Number	Ship From	Total Balance	Future	Current	1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90
63423876	7/8/2024	INV	8/28/2024	FOLEY - SIDING	00642	\$12,695.57						\$12,695.57
63513407	7/22/2024	INV	8/28/2024	FOLEY	00642	\$168.42						\$168.42
62971299	7/19/2024	INV	8/28/2024	FOLEY - SIDING	00642	\$2,131.65						\$2,131.65
63664664	7/25/2024	C/M	7/26/2024	FOLEY RETURN	00642	(\$326.30)						(\$326.30)
LATECHS	7/31/2024	SVC	7/31/2024		00642	\$3.88						\$3.88
63845743	7/30/2024	INV	8/28/2024	FOLEY	00642	\$61.41						\$61.41
LATECHS	8/31/2024	SVC	8/31/2024		00642	\$217.19						\$217.19
64306430	8/9/2024	C/M	8/10/2024	FOLEY - P/U SDNG	00642	(\$251.45)						(\$251.45)
64318677	9/11/2024	C/M	9/12/2024	FOLEY SIDING RET	00642	(\$2,504.33)						(\$2,504.33)
63962029	8/14/2024	INV	9/28/2024	FOLEY	00642	\$223.16					\$223.16	
63845886	8/14/2024	INV	9/28/2024	FOLEY	00642	\$223.16					\$223.16	
63980723	8/6/2024	INV	9/28/2024	FOLEY	00130	\$726.96					\$726.96	
LATECHS	9/30/2024	SVC	9/30/2024		00642	\$197.22					\$197.22	
LATECHS	10/31/2024	SVC	10/31/2024		00642	\$197.22				\$197.22		
LATECHS	11/30/2024	SVC	11/30/2024		00642	\$197.22		\$197.22				
<b>Total: 13</b>						\$13,960.98	\$0.00	\$197.22	\$0.00	\$197.22	\$1,370.50	\$12,196.04

**In August 2025, A Judge Issued A Default Judgment Against Bagsby And B Squared Construction Service LLC For \$17,047.85.**  
(Marion County Superior Court, Case 49D02-2505-CC-022622, Complaint, Filed 8/4/25)

**DEFAULT JUDGMENT**

Comes now plaintiff, by counsel, and it appearing to the satisfaction of the Court by the summonses issued herein and the returns endorsed thereon, that defendants, **B SQUARED CONSTRUCTION SERVICE LLC** and **RICHARD BAGSBY** aka **RICHARD R. BAGSBY** aka **RICHARD ROY BAGSBY, JR.**, were duly served with process, and plaintiff having filed an affidavit of non-military service as to the defendants, and more than the requisite number of days having elapsed since defendants were served with process and defendants come not, but wholly make default herein.

This cause is now submitted to the Court for findings, and the Court being duly advised in the premises, finds:

- (1) This Court has personal jurisdiction over the parties by reason of the filing of the complaint herein and the service of the summons and complaint on the defendants herein.
- (2) This Court has jurisdiction over the subject matter of plaintiff's complaint.
- (3) Judgment be entered on all claims asserted in the complaint.

(4) Default judgment be entered for plaintiff and against defendants and plaintiff is entitled to recover of and from the defendants the sum of \$13,960.98 principal, \$1,652.37 interest, and \$1,434.50 attorney's fees, for a total judgment of \$17,047.85, together with costs, plus costs of collection.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that plaintiff, **AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. dba ABC SUPPLY CO., INC.**, recover of and from defendants, **B SQUARED CONSTRUCTION SERVICE LLC** and **RICHARD BAGSBY** aka **RICHARD R. BAGSBY** aka **RICHARD ROY BAGSBY, JR.**, jointly and severally, the sum of \$17,047.85, together with costs, plus costs of collection.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there is no just reason for delay and this Court expressly directs the entry of judgment against defendants, **B SQUARED CONSTRUCTION SERVICE LLC** and **RICHARD BAGSBY** aka **RICHARD R. BAGSBY** aka **RICHARD ROY BAGSBY, JR.**, on plaintiff's complaint.

DATE: August 4, 2025

*Maureen S. Keefe*  
JUDGE, MARION SUPERIOR COURT

## Later In August 2025, ABC Supply Filed A Motion To Require Bagsby To Appear In Court And Answer Questions About His Finances In Order To Satisfy The Judgment.

(Marion County Superior Court, Case 49D02-2505-CC-022622, Verified Motion for Proceedings Supplemental, Filed 8/28/25)

### VERIFIED MOTION FOR PROCEEDINGS SUPPLEMENTAL

The plaintiff, by counsel, petitions the Court and says:

1. The plaintiff owns a judgment obtained in this Court against the judgment defendants on August 4, 2025, for the sum of \$17,047.85, and costs.
2. The plaintiff has no cause to believe that execution against the judgment defendants will satisfy the judgment.
3. The plaintiff believes the judgment defendants have wages, assets, income, profits, or other non-exempt property which can be applied to the satisfaction of said judgment.
4. The plaintiff believes the judgment defendants, individually or jointly, have wages, assets, income, profits, or other non-exempt property, due or to become due from the above-designated garnishees, which, together with all other property of the judgment defendants, exceeds the amount exempt from execution.

WHEREFORE: Plaintiff prays as follows:

1. An order issue requiring the judgment defendants, B SQUARED CONSTRUCTION SERVICE LLC and RICHARD BAGSBY aka RICHARD R. BAGSBY aka RICHARD ROY BAGSBY, JR.:
  - (a) To appear in Court at a designated time and to answer as to any non-exempt property which can be applied to the satisfaction of said judgment;
  - (b) To answer as to wages, assets, profits, income, or other non-exempt property which the judgment defendants have, or which from time to time the judgment defendants may have, individually or jointly, due and owing from garnishees, HORIZON BANK, N.A., TRUEBLOOD REAL ESTATE, COINBASE, INC., PAYPAL, INC./VENMO, LLC and BLOCK, INC. fka SQUARE, INC.
2. An order issue requiring garnishees to appear in Court or answer interrogatories under oath concerning the wages, assets, income, profits, or other non-exempt property due, or to become due, to said judgment defendants, individually or jointly, and return same to this Court on or before the date set out in said interrogatories.

## The Judge Ordered Bagsby To Appear For A Hearing Scheduled For February 11, 2026.

(Marion County Superior Court, Case 49D02-2505-CC-022622, Order to Appear, Filed 8/28/25)

### ORDER TO APPEAR

The Plaintiff has filed its Verified Motion for Proceedings Supplemental, and the Court, being duly advised in the premises, finds that a hearing on the Motion should be held thereon and the Defendant is ordered to appear.

IT IS THEREFORE ORDERED AND DECREED that a Proceedings Supplemental hearing be held **IN PERSON** in the **Marion Superior Court, located in the Community Justice Campus (CJC), 675 Justice Way, Indianapolis, IN 46203 on February 11, 2026 at 1:30 p.m. Rm C0915 (Eastern Time)**, and the Defendant is hereby ORDERED to appear for said hearing at said time and place to answer as to assets, profits, income and other property which can be applied toward satisfaction of this judgment.

The Court further Orders:

1. **Failure to Appear:** Failure to appear will result in the Court conducting the proceeding without the participation of the party, which may include the entry of orders for relief requested at the hearing, and any other order adverse to the party that has failed to appear.
2. **Exhibits:** Exhibits intended to be used at the hearing which are not already on the Court docket, shall be filed at least 3 (three) days prior to the hearing and self-represented litigants are to eFile exhibits to <https://efile.incourts.gov> or take to the **Marion County Clerk's Office, CJC, 675 Justice Way, Indianapolis, Indiana 46203**. All documents sent to Court must contain the correct case number.
3. **Witnesses:** If a party has any witnesses who will testify at the hearing, the witness is required to appear in person at the time and location set forth in this Order. The parties may also agree to a different form of witness participation.

IT IS FURTHER ORDERED that the Plaintiff shall serve this Order upon the defendant.

# Default on Debt 6

In January 2025, Pearl Delta Funding LLC Sued Bagsby's B Squared Construction Service LLC In A Florida Court For Breach Of Contract And Unjust Enrichment Stemming From An Unpaid \$18,200.67 Business Debt.

(Miami-Dade County Circuit Court, Case 2025-003474-CC-05, Complaint, Filed 1/8/25)

IN THE COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

PEARL DELTA FUNDING, LLC  
Plaintiff,

CIVIL DIVISION  
CASE NO:

v.

B SQUARED CONSTRUCTION SERVICES  
LLC,  
Defendant.

## COMPLAINT

Plaintiff, PEARL DELTA FUNDING, LLC (hereafter "**Plaintiff**"), by and through undersigned counsel and pursuant to applicable laws of the State of Florida, hereby files this Complaint against Defendant, B SQUARED CONSTRUCTION SERVICES LLC ("**Defendant**") and alleges:

### General Allegations

7. On or about July 09, 2024, Defendant executed a Sale of Future Receipts Agreement (the "**Agreement**"), whereby Defendant agreed to sell a percentage of its future receipts to Plaintiff. A true exact copy of the Agreement is attached hereto as **Exhibit "A"**.

8. Pursuant to the Agreement, Defendant agreed to exclusively use one bank account approved by Plaintiff (hereinafter, the "**Account**") by which Defendant agreed to deposit its receipts and from which Plaintiff was authorized to make ACH withdrawals until the Purchased Amount was fully paid to Plaintiff.

9. As can be seen from the Defendant's Transaction History annexed hereto as **Exhibit "B"**, Defendant sold its future receipts in the amount of \$33,601.00 (the "**Purchased Amount**") to Plaintiff.

10. Defendant remitted future receipts totaling \$15,400.33, leaving a balance of \$18,200.67.

11. After Plaintiff's failed attempts to debit Merchant's bank account because of insufficient funds (returning an R01 ACH rejection code, please see **Exhibit B**), Plaintiff emailed Merchant wherein it offered to provide a reconciliation in accordance with the Agreement, which required Merchant to timely provide its financial information to Plaintiff. By failing to do so, Defendant breached the Agreement.

12. Defendant has otherwise failed to remit the purchased receipts to Plaintiff as required by the Agreement.

13. Pursuant to the Agreement, Plaintiff is entitled to: (i) all costs of collection, including reasonable attorney fees.

**Count I – Breach of Agreement**

14. Plaintiff readopts and realleges paragraphs 1 through 13 as set forth above.
15. A valid contract exists between Plaintiff and Defendant, to wit, the **Agreement**.
16. As is detailed above, Defendant breached the **Agreement**.
17. There remains a balance due and owing to Plaintiff on the **Agreement** in the amount of \$18,200.67, plus interest at the statutory rate, costs, and reasonable attorney fees.

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages in the amount of \$18,200.67, plus prejudgment interest, costs and attorney's fees and for such other and further relief as this Court deems just and proper.

**Count II – Unjust Enrichment**

18. Plaintiff readopts and realleges paragraphs 1 through 13 as set forth above.
19. Plaintiff conferred a benefit to Defendant, to wit, the **Amount Funded**.
20. Defendant has knowledge of the benefit conferred.
21. Defendant has retained the benefit conferred.
22. The circumstances are such that it would be inequitable for Defendant to retain the benefit without paying fair value for same.

**WHEREFORE**, Plaintiff demands judgment against Defendant for damages, costs, and attorney's fees and for such other and further relief as this Court deems just and proper.

**In March 2025, A Judge Issued A Default Judgment Against B Squared Construction Service LLC For \$18,200.67, Plus Interest.**

(Miami-Dade County Circuit Court, Case 2025-003474-CC-05, Default Final Judgment, Filed 3/27/25)

**DEFAULT FINAL JUDGMENT**

**Docket No. 12**

**Motion Title: Plaintiff's Motion for Entry of Default Final Judgment**

**Motion Submission Date: March 13, 2025**

**THIS CAUSE** having come before the Court on Plaintiff's, PEARL DELTA FUNDING, LLC, Motion for Entry of Default Final Judgment, against Defendant, B SQUARED CONSTRUCTION SERVICES LLC, and the Court having read and reviewed the pleadings, affidavits on file, and being otherwise fully advised in the premises, the Court finds that the Defendant is/are indebted to the Plaintiff. Accordingly, it is hereupon:

**ORDERED AND ADJUDGED** that

1. The Motion for Entry of Default Final Judgment is hereby GRANTED.
2. Plaintiff, PEARL DELTA FUNDING, LLC, 55 Almeria Ave., 2<sup>nd</sup> Floor, Coral Gables, Florida 33134, shall have and recover from Defendant, B SQUARED CONSTRUCTION SERVICES LLC, 500 SOUTH ST APT A, LAFAYETTE, Indiana 47901, in the amount of \$18,200.67, plus costs which shall bear interest at the prevailing statutory interest in

# Tax Warrant 2

**In August 2025, The State Of Indiana Issued A \$1,868 Tax Warrant Against Bagsby's B Squared Construction Service LLC.**

(Lexis-Nexis, IN State Tax Warrant Database, Accessed 9/23/25)

NO.	FILING TYPE	AMOUNT	FILE DATE	FILE NUMBER	JURISDICTION
1.	STATE TAX WARRANT	\$1,868.00	08/29/2025	31349566	IN
<b>Debtor 1</b> <ul style="list-style-type: none"><li>B SQUARED CONSTRUCTION SERVICE L</li><li>7051 State Road 26 E</li><li>Lafayette, IN 47905-8467</li></ul>		<b>Creditor 1</b> <ul style="list-style-type: none"><li>STATE OF INDIANA</li></ul>			
<b>Filing Information</b> <ul style="list-style-type: none"><li>Filing Date: 08/29/2025</li><li>Original Filing Number: 31349566</li><li>Jurisdiction: IN</li><li>Amount: \$1,868.00</li></ul>					
<b>Filing 1</b> <ul style="list-style-type: none"><li>Filing Number: 31349566</li><li>Filing Type: STATE TAX WARRANT</li><li>Agency: TIPPECANOE CIRCUIT COURT - LAFAYETTE</li><li>Agency State: IN</li><li>Agency County: TIPPECANOE</li></ul>					

# Default on Debt 7

**In January 2026, Interior Supply Company sued Bagsby And His B Squared Construction Service LLC for \$12,571.59 In Unpaid Bills, plus Collection Costs, Attorney fees And interest.**

(Marion County Superior Court, Case 49D02-2601-CC-002996, Complaint, Filed 1/16/26).

49D02-2601-CC-002996  
Marion Superior Court 2

Filed: 1/16/2026 11:47 AM  
Clerk  
Marion County, Indiana

STATE OF INDIANA	)	IN THE MARION SUPERIOR COURT
	)SS:	
COUNTY OF MARION	)	CAUSE NO.
INTERIOR SUPPLY INC. dba INTERIOR SUPPLY COMPANY	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
B SQUARED CONSTRUCTION SERVICE LLC dba B SQUARED CONSTRUCTION SERVICE and RICHARD BAGSBY aka RICHARD R. BAGSBY aka RICHARD ROY BAGSBY, JR.	)	
	)	
Defendants.	)	

## COMPLAINT ON ACCOUNT, ACCOUNT STATED AND GUARANTY

### I.

Comes now plaintiff, INTERIOR SUPPLY INC. dba INTERIOR SUPPLY COMPANY, and complains of defendant, B SQUARED CONSTRUCTION SERVICE LLC dba B SQUARED CONSTRUCTION SERVICE, and for its claim attaches hereto an Affidavit of Debt and alleges and says:

1. Defendant is indebted to plaintiff in the sum of \$12,571.59, for goods provided by plaintiff to defendant, at the latter's special instance and request, as more fully appears from Exhibit "A", attached hereto and made a part hereof, together with interest at the rate of 18% per annum from July 18, 2024.
2. The indebtedness referred to hereinabove is now past due and wholly unpaid.
3. Pursuant to a credit application executed by or on behalf of defendant, plaintiff is entitled to collection costs and reasonable attorney fees, together with interest at the rate of 18% per annum. A true, exact and authentic copy of the credit application, redacted as necessary to

protect confidential information, is attached hereto, made a part hereof, and marked Exhibit "B".

WHEREFORE, plaintiff prays for judgment against defendant, B SQUARED CONSTRUCTION SERVICE LLC dba B SQUARED CONSTRUCTION SERVICE, in the sum of \$12,571.59, plus collection costs and reasonable attorney fees, together with interest, the costs of this action, and for all other proper relief.

## II.

Comes now plaintiff, INTERIOR SUPPLY INC. dba INTERIOR SUPPLY COMPANY, and complains of defendant, B SQUARED CONSTRUCTION SERVICE LLC dba B SQUARED CONSTRUCTION SERVICE, and for its further claim alleges and says:

1. On various dates, plaintiff provided its periodic statements of account to defendant. An itemization and copies of such statements are attached hereto and made a part hereof as Exhibit "A".

2. Defendant did not dispute the charges shown on plaintiff's invoices within a reasonable time after receipt thereof and, as a result, an account stated has arisen between the parties.

3. There is now past due and unpaid on the account the sum of \$12,571.59, together with interest at the rate of 8% per annum from July 18, 2024.

WHEREFORE, plaintiff prays for judgment against defendant, B SQUARED CONSTRUCTION SERVICE LLC dba B SQUARED CONSTRUCTION SERVICE, on Count II in the sum of \$12,571.59, together with interest, the costs of this action, and for all other proper relief.

III.

Comes now plaintiff, INTERIOR SUPPLY INC. dba INTERIOR SUPPLY COMPANY, and for its claim against defendant, RICHARD BAGSBY aka RICHARD R. BAGSBY aka RICHARD ROY BAGSBY, JR., says:

1. Defendant duly made, executed and delivered to plaintiff an absolute and unconditional guaranty in writing, wherein said defendant guaranteed the prompt payment to plaintiff of any account incurred with plaintiff by B SQUARED CONSTRUCTION SERVICE LLC dba B SQUARED CONSTRUCTION SERVICE. A true, exact and authentic copy of such guaranty, redacted as necessary to protect confidential information, is attached hereto, made a part hereof, and marked a part of Exhibit "B".

2. Thereafter, and in consideration of the aforesaid guaranty, plaintiff sold goods, wares and merchandise, as more fully appears in Exhibit "A", attached hereto and made a part hereof.

3. There is now past due and unpaid on the account described in paragraph 2 above, the sum of \$12,571.59, together with interest at the rate of 18% per annum from and after July 18, 2024, collection costs and reasonable attorney fees.

WHEREFORE, plaintiff prays for judgment against defendant, RICHARD BAGSBY aka RICHARD R. BAGSBY aka RICHARD ROY BAGSBY, JR., on Count III in the sum of \$12,571.59, plus collection costs and reasonable attorney fees, together with interest, the costs of this action, and for all other proper relief; for a total judgment against defendants, B SQUARED CONSTRUCTION SERVICE LLC dba B SQUARED CONSTRUCTION SERVICE and

RICHARD BAGSBY aka RICHARD R. BAGSBY aka RICHARD ROY BAGSBY, JR., jointly and severally, on Counts I, II and III in the sum of \$12,571.59, plus collection costs and reasonable attorney fees, together with interest, the costs of this action, and for all other proper relief.

RUBIN & LEVIN, P.C.  
Attorneys for Plaintiff

By /s/ Christine Hayes Hickey  
Christine Hayes Hickey  
Atty. No. 17375-49

RUBIN & LEVIN, P.C.  
135 N. Pennsylvania St., Suite 1400  
Indianapolis, IN 46204  
(317) 634-0300 - FAX No. (317) 263-9410  
Email: [ch@rubin-levin.net](mailto:ch@rubin-levin.net)  
CHH/AB2  
(Our File No. 22504125) [G:\WP80\Ann\Complain\B Squared Construction Complaint.wpd](#)

## **Disregarding His Obligations to His Employees**

According to the Indiana/Kentucky/Ohio Regional Council of Carpenters, Bagsby owes more than \$100,000 in delinquent benefit contributions for employees of his construction business, relating to required health, vision, and retirement benefits. Union records indicate Bagsby failed to make required payments over an extended period. The Union temporarily intervened to prevent an immediate lapse in coverage but could not continue doing so indefinitely, and employee benefits ultimately lapsed due to nonpayment. As a result, affected employees and their families lost coverage and faced substantial hardship. The Indiana/Kentucky/Ohio Regional Council of Carpenters is currently performing an audit to determine the extent of Bagsby's debt.