

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	
)	Case No. 1:23-cv-00327-SEB-MJD
EAGLE STONE, INC.)	
)	
Defendant.)	

JOINT STIPULATION FOR CONSENT JUDGMENT

Plaintiff, the United States of America (“Plaintiff” or the “United States”), and Defendant, Eagle Stone, Inc. (“Defendant” or “Eagle Stone”) (collectively, the “Parties”), respectfully stipulate and agree as follows:

1. On February 22, 2023, the United States filed the above-captioned civil action to recover delinquent debt owed by Defendant in monetary civil penalties for violations of the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. §§ 801 *et seq.*, and Federal Debt Collection Procedures Act, 28 U.S.C. §§ 3001 *et seq.*
2. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. § 1345, 30 U.S.C. § 820(j), and 28 U.S.C. § 3001(a).
3. This Court has personal jurisdiction over Defendant pursuant to Fed. R. Civ. P. 4(k). For the avoidance of doubt, in entering into this Joint Stipulation, Defendant expressly consents to jurisdiction over it by this Court in connection with this litigation.
4. Defendant acknowledges and represents that Eagle Stone, Inc. was formed, wholly owned, and controlled by John W. Jones (“Jones”), who at all times resided, and who continues to reside, in the geographical area covered by the U.S. District Court for the Southern

District of Indiana. Jones is presently the subject of guardianship proceedings in Morgan County Superior Court 1, Morgan County, Indiana, *In re: The Guardianship of John W. Jones*, Case No. 55D01-2208-GU-000058, pursuant to which Lisa M. Dillman has been appointed Guardian of Jones's estate.

5. The obligations of this Joint Stipulation for Consent Judgment apply to and are binding upon the United States, Defendant and any of their respective successors, assigns, or other entities, or persons bound by law.

6. As of the date of the Complaint in this case, Defendant owed unpaid civil penalties for safety and health violations, along with additional interest and surcharges as set forth in the Complaint and its attachments, pursuant to the following Mine Safety and Health Administration (MSHA) case numbers:

000486796
000494884
000503449
000512584
000525147
000534654
000543631
000545217
000549683

(collectively, the "Debt"). [See Filing Nos. 1 & 1-1.] The civil penalties for safety and health violations that constitute the Debt have all become final orders of the Federal Mine Safety and Health Review Commission. Defendant acknowledges and represents that it is liable for the Debt, which is due and owing.

7. In order to satisfy the Debt, Defendant and the United States enter into this Joint Stipulation for Consent Judgment and request the Court enter a Judgment accordingly.

8. Defendant agrees to pay \$110,000.00 (one-hundred ten thousand dollars and zero cents) (the “Settlement Amount”) to the United States in satisfaction of the Debt.

9. The United States agrees to accept the Settlement Amount in full satisfaction of the Debt and, upon payment of the Settlement Amount, releases and forever discharges Defendant from the Debt.

10. The Settlement Amount will be paid in one lump-sum payment (the “Payment”), which shall be made within fourteen (14) calendar days after the Court enters the Consent Judgment in this case. Defendant shall make the Payment to the United States via FedWire Electronic Funds Transfer (EFT) to the U.S. Department of Justice account in accordance with written instructions to be provided to Defendant by the Financial Litigation Unit (FLU) of the U.S. Attorney’s Office for the Southern District of Indiana. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (CDCS) number, which Defendant shall use to identify all payments required to be made in accordance with this Joint Stipulation for Consent Judgment. The FLU will provide the payment instructions, via email, to:

Lisa M. Dillman & Bradley M. Owen
2344 S. Tibbs Avenue
Indianapolis, IN 46241

on behalf of Defendant. Defendant may change the individual to receive payment instructions on its behalf by providing written notice of such change to the FLU.

11. The Parties agree this agreement does not waive the United States’ right to pursue personal liability against the owner(s) of Defendant in the future, in the event Defendant defaults on its payment obligations.

12. The Parties agree each will bear their own costs, fees, and expenses in connection with this litigation.

13. Defendant acknowledges that any noncompliance with the terms and conditions of this Joint Stipulation for Consent Judgment, as incorporated into the Judgment to be entered by the Court, could lead to the institution of contempt proceedings against Defendant.

14. After Defendant has completed all payments for the Debt, the United States shall file a Notice of Satisfaction of Judgment in this action.

15. In any subsequent administrative or judicial proceeding initiated by the United States or its agencies for injunctive relief, civil penalties, and/or other appropriate relief, Defendant shall not assert, and may not maintain, any defense or claim based on the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to the Debt.

16. Nothing in this Agreement shall preclude the United States from taking any administrative, civil, or criminal action against the Defendant based on conduct arising on or after the Effective Date of this Agreement.

17. The terms of this Joint Stipulation for Consent Judgment may be modified only by subsequent written agreement signed by the Parties. Where the modification constitutes a material change to this Joint Stipulation for Consent Judgment, it shall be effective only upon approval by the Court.

18. This Joint Stipulation for Consent Judgment constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the claims in the Complaint and supersedes all prior agreements and understandings, whether oral or written, concerning the stipulation and agreement embodied herein.

19. This Joint Stipulation for Consent Judgment shall be considered a jointly drafted agreement and shall not be construed against any Party as the drafter.

WHEREFORE, the United States of America and Eagle Stone, Inc. respectfully request this Honorable Court take notice of the aforementioned and enter Judgment based on the Joint Stipulation reached by the Parties. A proposed Order of Judgment is submitted herewith.

Respectfully submitted,

Date: July 26, 2024

ZACHARY A. MYERS
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Southern District of Indiana

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*Counsel for Plaintiff, the United States of
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Date: July 26, 2024

APPLEGATE & DILLMAN ELDER LAW

/s/ Bradley M. Owen (with permission)

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Counsel for Defendant, Eagle Stone, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on July 29, 2024, a copy of the foregoing was filed electronically. Service of this filing will be made on all ECF-registered counsel by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/ J. Taylor Kirklin
J. Taylor Kirklin

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

UNITED STATES OF AMERICA,)	
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EAGLE STONE, INC.)	
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Defendant.)	

CONSENT JUDGMENT

A Joint Stipulation for Consent Judgment was filed by the parties. Defendant, by counsel, acknowledges that it owes and agrees to pay the United States of America the sum of \$110,000.00 (one-hundred ten-thousand dollars and zero cents) to resolve outstanding civil penalties for Mine Safety and Health Administration (MSHA) case numbers 000486796, 000494884, 000503449, 000512584, 000525147, 000534654, 000543631, 000545217, and 000549683. Defendant shall make this payment within fourteen (14) calendar days of the date of this Consent Judgment, in accordance with the payment instructions set forth in the Joint Stipulation for Consent to Judgment [Filing No. 67]. This Order incorporates by reference all the terms agreed to by the Parties as set forth in the Joint Stipulation for Consent Judgment.

IT IS SO ORDERED.

Distribution:

All counsel of record via ECF