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M E D I A T I O N A G R E E M E N T

—PRIVILEGED AND CONFIDENTIAL—

DATE: August 27, 2025

Parties: State of Indiana, Office of the Indiana Attorney General
Utica Township Fire Department, Inc. and Utica Township Volunteer Fire Fighters Association
Utica Fire Protection District
Noel Family Members

BACKGROUND/FACTS:

Litigation Status – Civil Proceedings:

The State filed its Complaint relating to Audit Report 84474I on May 10, 2024. The State's Complaint is based on and relates to SBOA's audit of Utica Township Volunteer Fire Fighters Association. Plaintiff charged Malfeasance, Misfeasance, and/or Nonfeasance as to Jamey Noel, as well as Treble Damages permissible under IC 34-24-3-1. Plaintiff also jointly and severally charged Malfeasance, Misfeasance, and/or Nonfeasance as to Jamey and Misty, Kasey, Josey, and Gracy Noel. Plaintiff also pursued Treble Damages as to Misty and Kasey Noel. Plaintiff also charged Kevin Wilkerson with Malfeasance, Misfeasance, and/or Nonfeasance, jointly and severally with Jamey. Lastly, Plaintiff charged Tortious Conversion as to Wilkerson, Josey Noel, and Gracy Noel.

On August 21, 2024, the Board of Fire Trustees, Utica Township Fire Protection District ("the District") filed a complaint under cause 10D06-2408-PL-000075 against Utica Township Volunteer Fire Fighters Association d/b/a New Chapel Emergency Medical Service and New Chapel Volunteer Fire Company ("the Association"/"New Chapel EMS"), Utica Township Fire Department Incorporated d/b/a New Chapel Fire and EMS, Inc ("the Department") (collectively "the New Chapel Entities"), Jamey, Misty, Kasey, Wilkerson, Josey and Gracy; wherein the District seeks to recover from the Noels, Wilkerson, and the New Chapel Entities for breach of contract and negligence, among other claims.

On September 30, 2024, under cause 10D06-2409-PL-000091, the New Chapel Entities filed suit against Jamey, Misty, and Kasey, seeking recovery of funds pursuant to the crime victim relief act for treble damages.

All of the above cases are ongoing and have been consolidated for discovery and pre-trial purposes. Additionally, the Court allowed the Association to intervene in the State's matter.

Litigation Status – Criminal Proceedings:

In separate legal proceedings, Jamey, Misty, and Kasey Noel were charged criminally. Details related to the criminal proceedings are described below:

Jamey Noel pled guilty in his criminal matter and was sentenced. That guilty plea includes criminal restitution of \$2,870,824.00 to Utica Volunteer Firefighters Association (“the Association”); \$61,190.77 to the Clark County Sheriff’s Department; \$173,155.07 to be owed to the Indiana Department of Revenue; and \$35,245.00 to be owed to the Indiana State Police.

Misty Noel pled guilty and agreed to pay restitution to the Indiana Department of Revenue in the amount of \$29,547.00 and to the Association in the amount of \$660,806.64.

Kasey Noel pled guilty and agreed to pay criminal restitution of \$108,660.59 to the Association, and \$5,049.00 to the Indiana Department of Revenue.

Criminal Restitution and Recoveries to Date:

As discussed above, Jamey, Misty, and Kasey were charged and convicted in separate criminal matters. As part of those criminal resolutions, criminal restitution was ordered by the court as follows:

JAMEY: \$2,870,824.00 to New Chapel, EMS
\$61,190.77 to the Clark County Sheriff’s Department,
\$173,155.07 to Indiana Department of Revenue, and
\$35,245.60 to be owed to the Indiana State Police.

KASEY: \$108,660.59 to New Chapel EMS, and
\$5,049.00 to the Indiana Department of Revenue

MISTY: \$660,806.64 to New Chapel EMS, and
\$29,547.00 to the Indiana Department of Revenue

All parties have engaged in an effort to liquidate assets to be used toward resolving the criminal and civil matters. In the criminal matters, many assets seized as part of the criminal investigation were later sold at auction. The proceeds of sales ordered in the criminal case are being held in escrow by Washington County. Similarly, other assets including homes, vehicles, etc., have been sold in the civil matter with those proceeds held in escrow by Clark County. As of the date of this Mediation Statement, the amounts held in escrow are as follows:

- Washington County (criminal):	\$1,170,824.77
- Clark County (civil):	\$826,703.27

There are also pending the sale of the marital home with proceeds of approximately \$300,000 that will be deposited in the Clark County escrow. Additionally, some personal property held in Misty's criminal matter remains to be sold, the amount to be recovered from that property is unknown.

Agreement:

The remaining contested issues pending in the case include:

- If the funds paid by Floyd and Clark Counties to the New Chapel Entities (charged as public funds in the audit report) retain their status as public funds and are thus still subject to collection by the OAG/the State.
- The liability of the individual defendants (Jamey Noel, Misty Noel, Kasey Noel, Josey Noel, Gracy Noel, and Kevin Wilkerson)
- The split of the extant collected funds between the potential creditors
- The recovery of audit costs incurred by SBOA during the course of its investigation
- The overlap between the ordered criminal restitution and the amounts claimed in the civil cases.
- Various contested tort and contract claims between the Fire District and the New Chapel Entities.

Bankruptcy Issues

The New Chapel entities filed for bankruptcy in July under cause nos. 25-90840-AKM-11 and 25-90841-AKM-11. Any settlement that involves the disposition of assets of the New Chapel entities will have to be approved by the bankruptcy court.

TERMS OF AGREEMENT

In recognition of the outstanding issues at play in this matter, as well as the likelihood of additional costs and delays represented by continued litigation in this case, the parties have reached the following settlement (subject to full and final

approval by all necessary parties, including but not limited to the Bankruptcy Court, the State Examiner, and the Attorney General as well as written confirmation from Floyd and Clark Counties that they do not object to the settlement):

MONETARY TERMS:

1. Payment in full of the audit costs owed to the State Board of Accounts in the amount of \$168,821.53 out of the Clark County escrow;
2. Payment to the District in the amount of \$750,000 out of the Clark County escrow;
3. Payment of any and all remaining funds out of the Clark County escrow to the New Chapel Entities;
4. Payment in full of the restitution amounts due and owing to the Indiana State Police as ordered in Jamey Noel's plea agreement in the amount of \$35,245.60 out of the Washington County escrow;
5. Payment in full of the restitution owed to the Indiana Department of Revenue, as ordered in Jamey Noel's plea agreement in the amount of \$173,155.07 out of the Washington County escrow;
6. Payment in full of the restitution owed to the Indiana Department of Revenue, as ordered in Misty Noel's plea agreement in the amount of \$29,547.00 out of the Washington County escrow;
7. Payment in full of the restitution owed to the Indiana Department of Revenue, as ordered in Kasey Noel's plea agreement in the amount of \$5,049.00 out of the Washington County escrow;
8. Payment in full of the restitution owed to the Clark County Sheriff's Office, as ordered in Jamey Noel's plea agreement in the amount of \$43,416.53¹ out of the Washington County escrow;
9. Payment of any and all remaining funds out of the Washington County escrow to the New Chapel Entities;
10. Transfer of the recovery in Audit Report 84478I to Utica Township Fire Department Inc. of \$255,000 as recovered by the Attorney General's Office from the insurance in place covering Jamey's actions as an officer and/or director of the Utica Township Fire Department Inc.;
11. Transfer of the recovery in Audit Report 84478I to the Utica Fire Protection District of \$8,000 as recovered by the Attorney General's Office from the

¹ This is the remaining outstanding amount after collection of the bond covering Jamey's actions as Sheriff.

insurance in place covering Jamey's actions as an officer and/or director of the Utica Township Fire Department Inc.;

12. The New Chapel entities have represented that Floyd and Clark Counties believe the contracts between each county and the New Chapel Entities were completely fulfilled through the dates of their respective terminations, and thus the Counties are not entitled to funds recovered in this matter and no further sums are due to either County or the New Chapel Entities;
13. For valuable consideration provided, the Attorney General, the New Chapel Entities and the District release all claims which have been made or could have been made related to the actions or liability of Kasey Noel, Josey Noel, and Gracy Noel; and
14. State of Indiana, Office of the Attorney General and the Fire District waive any rights to the balance of funds remaining in either the Washington County or Clark County escrow accounts after payments made in paragraphs in 1-11.

NON-MONETARY TERMS:

1. The Attorney General, the Fire District, and the New Chapel Entities agree to refrain from any disparagement, defamation, libel, or slander of the Attorney General, the Fire District, and the New Chapel Entities in regards to the matter at hand.
2. The New Chapel Entities will no longer use the name Utica in any physical or digital signage, promotional or marketing materials, on any equipment, uniform or other physical or digital objects.
3. The District agrees to dismiss or waive rights to any claims, including but not limited to any monetary claims or claims related to standing or jurisdiction of the bankruptcy matter.
4. Jamey Noel, Misty Noel, Kasey Noel, Josey Noel, and Gracy Noel (collectively Noel Family) agree not to profit from any of the conduct of any or all of the Noel Family members giving rise to the contested matters or the audit reports involved. If any proceeds are received or developed due to the actions referenced herein, those proceeds will go to pay any remaining restitution from the criminal matters, restitution or audit costs owed due to any other audit report or claim involved in these matters, and costs incurred by the Office of the Attorney General in the investigation or litigation of these matters.
5. New Chapel agrees to convey the following unencumbered personal property/equipment to the District: Motorola XTL 2500 Radios (10), Motorola XTS 2500 Radios (26), 2012 Mule (Fire District to choose between two

available options), skid pump and tank, 2023 white Dodge Durango, assorted Pike poles, and 14-foot ladder.

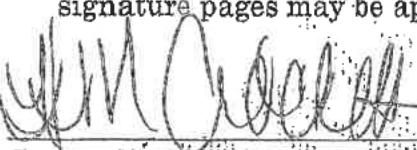
6. The Department and the Association (hereinafter "the New Chapel Entities") and the District agree to fully and completely release any and all direct or indirect claims, entitlements, debts, causes of action, both known and unknown, arising out of the pending lawsuits, including the bankruptcy. The New Chapel Entities and the District agree that this release applies to any and all parents, subsidiaries, subdivisions, directors, employees, executives, board members, successors and/or assigns that exist or may exist now and at any point in the future. This release does not apply to any claims that the New Chapel Entities and/or the District may have or will have against Jamey Noel and/or Misty Noel (n/k/a Misty Alena Page Jackson).

The undersigned parties agree to take all necessary steps, including the execution of any and all required documents and agreements of dismissal of:

- 10C01-2405-PL-000038;
- 10D06-2408-PL-000075 as to the New Chapel Entities; and
- 10C06-2409-PL-000091 as to Misty Noel and Kasey Noel.

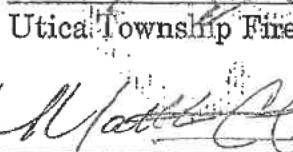
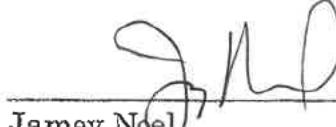
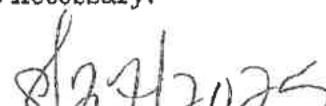
to effectuate the terms outlined above within 30 days of the last received required approval. Execution of any agreement is conditional upon approval of all necessary parties.

This agreement is effective as of the last date of signature below. Additional signature pages may be appended to this document as necessary.



State of Indiana

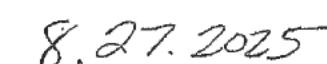
Utica Township Fire Protection District


New Chapel Entities
Jamey Noel

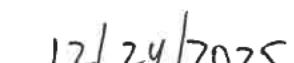
8/27/2025
Date


8/27/2025

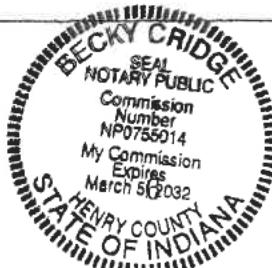
Date


8.27.2025

Date


12/24/2025

Date


Becky Ridge

12/24/25

Misty Noel, POA for Misty Jackson

9/25/2025

Misty Noel n/k/a Misty Alena Page Jackson

Date

Kasey Noel

Date

Josey Noel

Date

Gracy Noel

Date

Misty Noel n/k/a Misty Alena Page Jackson

Date

Signature: Kasey Noel
Kasey Noel (Sep 15, 2025 17:54:05 EDT)
Email: kaseyanoel@gmail.com

Date

Signature: Josey Noel
Josey Noel (Sep 16, 2025 21:04:00 EDT)
Email: joseynoel@aol.com

Date

Signature: Gracy Noel
Gracy Noel (Sep 15, 2025 17:52:23 EDT)
Email: gracynoel@aol.com

Date

Signed Settlement

Final Audit Report

2025-09-17

Created:	2025-09-15
By:	Jeremy McMahon [REDACTED]
Status:	Signed
Transaction ID:	CBJCHBCAABAADmeYBgbS2wTxEy5SmIWM2RRddTBVDAxM

"Signed Settlement" History

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-  Document emailed to Kasey Noel [REDACTED] for signature
2025-09-15 - 9:49:56 PM GMT
-  Document emailed to Gracy Noel [REDACTED] for signature
2025-09-15 - 9:49:56 PM GMT
-  Document emailed to josey noel [REDACTED] for signature
2025-09-15 - 9:49:57 PM GMT
-  Email viewed by Gracy Noel [REDACTED]
2025-09-15 - 9:51:44 PM GMT- IP address: [REDACTED]
-  Document e-signed by Gracy Noel [REDACTED]
Signature Date: 2025-09-15 - 9:52:23 PM GMT - Time Source: server- IP address: [REDACTED]
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-  Document e-signed by Kasey Noel [REDACTED]
Signature Date: 2025-09-15 - 9:54:05 PM GMT - Time Source: server- IP address: [REDACTED]
-  Email viewed by josey noel [REDACTED]
2025-09-15 - 9:57:37 PM GMT- IP address: [REDACTED]
-  Document e-signed by josey noel [REDACTED]
Signature Date: 2025-09-17 - 1:04:00 AM GMT - Time Source: server- IP address: [REDACTED]
-  Agreement completed.
2025-09-17 - 1:04:00 AM GMT



Adobe Acrobat Sign

GENERAL DURABLE POWER OF ATTORNEY

by

MISTY A. NOEL

I, **Misty A. Noel**, am a resident of Clark County, State of Indiana, an adult, and mentally competent to execute this document. Pursuant to I.C. §30-5, I am signing this General Durable Power of Attorney as my free and voluntary act for the purpose of designating the individuals named below, as my true and lawful Attorney-in-Fact, referred to also as my Agent, giving said individuals authority and power to make financial and asset management decisions for me in my name, place, and stead, as authorized in this document, and in the order as stated.

I am a resident of the State of Indiana at the time of the execution of this document and I direct that it be given full faith and credit and it is my desire that the laws of the State of Indiana be followed in the interpretation and implementation of the above provisions, regardless of the state or country that I may be in at the time the exercise of the powers of this document becomes necessary. Any authority or decision not addressed in this document, shall be determined based on I.C. §30-5.

ARTICLE I **DESIGNATION OF AGENT**

I hereby appoint my daughter as my Agent.

Name: Josey A. Noel
Address: [REDACTED]
Telephone: [REDACTED]
Email: [REDACTED]

In the event that my daughter is unable to serve for any reason, I appoint the following individual as my Agent.

Name: [REDACTED]
Address: [REDACTED]
Telephone: [REDACTED]
Email: [REDACTED]

In the event that she is unable to serve for any reason, I appoint the following individual as my Agent.

Name: [REDACTED]
Address: [REDACTED]
Telephone: [REDACTED]
Email: [REDACTED]

ARTICLE II **REVOCATION OF PRIOR POWERS** **AND TERMINATION OF POWERS**

I hereby revoke all powers of attorney, general and/or limited, heretofore granted by me, as principal, and terminate all agency relationships created under any such prior powers, including those of all successor agents named or contemplated therein, if any.

I hereby reserve the right to revoke the powers granted hereunder.

This Power of Attorney shall automatically be revoked in the event that I execute a new General Power of Attorney; notice of such revocation shall not be required. Alternatively, this Power of Attorney may be terminated upon the execution of a written instrument that identifies it, is signed by me, and delivered to my Agent.

If this Power of Attorney is recorded with respect to a real estate transaction under I.C. §30-5-3-3, the revocation must be recorded where the instrument creating the Power of Attorney is recorded and must reference the book and page or instrument number of the originally recorded instrument.

ARTICLE III **GENERAL ASSET AND FINANCIAL POWERS**

My Agent is authorized in their sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal and mixed, and matters affecting my financial interests, by way of illustration and not intending any limitation, to proceed on my behalf as stipulated under the following sections of the Indiana Code governing Powers of Attorney, namely:

I.C. §30-5-5-2	Conferring general authority with respect to real property transactions; this authority shall not include the power to add, or amend, remove, modify or change any transfer on death designation made by me, whether prior to, or subsequent to, the execution of this document.
I.C. §30-5-5-3	Conferring general authority with respect to tangible personal property transactions.
I.C. §30-5-5-4	Conferring general authority with respect to bond, share and commodity transactions.
I.C. §30-5-5-4.5	Conferring general authority with respect to retirement plans.
I.C. §30-5-5-5	Conferring general authority with respect to banking transactions.
I.C. §30-5-5-6	Conferring general authority with respect to business operating transactions.
I.C. §30-5-5-7	Conferring general authority with respect to insurance transactions.
I.C. §30-5-5-7.5	Conferring general authority with respect to transfers on death or payable on death transfers; this authority shall not include the power to add, or amend, remove, modify or change any designation of beneficiary made by me, whether prior to, or subsequent to, the execution of this document.
I.C. §30-5-5-8	Conferring general authority with respect to beneficiary transactions; this authority shall not include the power to add, or to change any designation made by me, whether prior to, or subsequent to, the execution of this document.
I.C. §30-5-5-9	Conferring general authority with respect to gift transactions. The amount of a gift shall not be limited by Section 2503 of the Internal Revenue Code.
I.C. §30-5-5-10	Conferring general authority with respect to fiduciary transactions.
I.C. §30-5-5-11	Conferring general authority with respect to claims and litigation.
I.C. §30-5-5-12	Conferring general authority with respect to family maintenance.
I.C. §30-5-5-13	Conferring general authority with respect to military service benefits including the full power to apply for benefits from and otherwise deal with matters concerning the Veterans Administration.
I.C. §30-5-5-14	Conferring general authority with respect to records, reports, and statements, including but not limited to the power to execute on my behalf any specific power of attorney required by any taxing authority to allow my Agent to act on my behalf before that taxing authority on my return.
I.C. §30-5-5-14.5	Conferring general authority with respect to electronic records, reports, and statements.

I.C. §30-5-5-15 Conferring general authority with respect to estate transactions including but not limited to the power to create an irrevocable trust, and the power to take against a Will on behalf of a surviving spouse.

I.C. §30-5-5-18 Conferring general authority with respect to delegating authority. Specifically, in the event that I am determined to be incompetent at the time any delegation shall occur, (1) my Agent shall have the right to delegate any and all powers under this document, and said delegated powers shall survive the Agent's death; and (2) my Agent shall have the right to amend any provision naming a successor Agent and/or guardian.

I.C. §30-5-5-19 General authority to perform any and all acts and execute any and all documents not herein excluded, the same as I might do were I then present and competent.

To act as an alter ego of the principal with respect to all possible matters and affairs affecting the property owned by the principal, which the principal can perform through an Attorney-in-Fact, in accordance with the provisions of I.C. §30-5-5-19.

Except as specifically set out herein, I hereby incorporate by reference all the powers granted an Attorney-in-Fact under Indiana Code Sections I.C. §30-5-5-2 through I.C. §30-5-5-19 and grant these powers to my Agent named herein, and to any successors under this document.

I specifically direct that this document be honored by any and all financial companies, brokerage firms and/or banking institutions as authority for my Agent to act on my behalf with respect to transactions relating to my investment accounts, including but not limited to stock, bond, or commodity purchase and sell authority and voting rights.

I specifically grant to my Agent general authority to engage in planning for Medicaid purposes, apply for public benefits of any kind, including but not limited to Medicaid or Medicare benefits, Social Security benefits, to serve as representative payee, and to represent my interests in obtaining and maintaining benefits, to create a Qualified Income ("Miller") Trust, and to make assignment of medical rights in a medicaid application or redetermination process.

I specifically grant to my Agent general authority to exercise control over and rights in my Digital Property, including the power to change a governing instrument affecting my Digital Property. Digital Property means a Digital Account or any other digital Asset and consists of the ownership, management, and rights related to a Digital Account or

Digital Asset. Digital Account means an electronic system for creating, generating, sending, receiving, storing, displaying, or processing information that provides access to a Digital Asset or a digital service. My Digital Assets may include, but are not limited to, email communications, email accounts, digital photographs, digital videos, social network accounts, file-sharing accounts, financial accounts, domain registrations, on-line stores, and similar digital items which currently exist or exist in the future with technological advancements.

I specifically direct my Agent to communicate with my Health Care Representative, and grant authority to be involved in, matters relating to care givers, in-home services, assisted living or long term care facilities. Specifically in the event that it is determined that I can no longer live in my home, I direct my Agent to sell my residence and to distribute the personal property which I do not require in accordance with my Last Will and Testament.

ARTICLE IV **RESTRICTIONS ON AUTHORITY**

It is to be understood that the authority I have conferred to my Agent herein is not intended to limit or restrict my own authority or decision making capabilities covering such powers and authority as long as I remain mentally competent. Furthermore, this power of attorney and the authority granted herein shall remain in full force and effect until such time as I may hereafter revoke in writing, or execute a new Power of Attorney. The authority granted hereunder shall not be affected by my subsequent disability, incompetence or lapse of time.

ARTICLE V **THIRD PARTY RELIANCE**

No person who relies in good faith upon any representations by or authority of my Agent shall be liable to me, my estate, my beneficiaries, successors, heirs or assigns, for recognizing such representations or authority.

ARTICLE VI **NOMINATION OF GUARDIAN**

In the event that a judicial proceeding is brought to establish a guardianship over my estate, I hereby nominate those individuals named herein, in the same order.

ARTICLE VII **LIABILITY AND INDEMNITY**

My Agent shall only be liable for actions which constitute gross negligence, or those actions which involve self-dealing. I hereby ratify and confirm all that my Agent shall do by virtue hereof. Further, I agree to indemnify and hold harmless any person who, in good faith, acts under the Power of Attorney, or transacts business with my Agent in reliance upon this document, without actual knowledge of its revocation.

ARTICLE VIII **MISCELLANEOUS PROVISIONS**

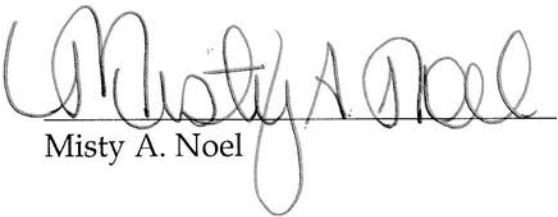
1. This durable power of attorney is intended to be valid and given full faith and credit in any jurisdiction or state in which it is presented.
2. When interpreting this document, when applicable, the singular of any word shall mean or apply to the plural and the plural to the singular. Furthermore, the masculine shall mean and apply to the feminine and the feminine to the masculine, where applicable.
3. My Agent shall be entitled to reimbursement for all reasonable expenses incurred and paid, including transportation costs, as a result of carrying out any provisions of this instrument.
4. My Agent shall also be entitled to compensation for services performed hereunder, with written documentation describing the services, date performed, time spent and in an amount generally paid for services of this type.
5. My Agent, including their heirs, legatees, devisees, successors, assigns, personal representatives, and estate, acting in good faith hereunder, is hereby released and forever discharged from any and all liability (including civil, criminal, administrative, or disciplinary) and from all claims or demands of all kinds whatsoever by me or my heirs, legatees, devisees, successors, assigns, personal representatives, or estate arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.
6. My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as she shall deem appropriate. Each photocopy shall have the same force and effect as any original.

7. If any part or provision of this instrument shall be invalid or unenforceable, such part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without affecting the remaining parts or provisions of this instrument in any way.
8. This instrument, and actions taken by my Agent properly authorized hereunder, shall be binding upon me, my heirs, successors, assigns, legatees, devisees, guardians, and personal representatives. All provisions herein shall apply to my Agent and any Successor Agent.

[the remainder of this page intentionally left blank]

[signature page]

Signed on: 4/9/2024


Misty A. Noel

STATE OF INDIANA)
)
) SS:
COUNTY OF CLARK)
)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Misty A. Noel, and acknowledged the execution of the above and foregoing General Durable Power of Attorney as her voluntary act, and having duly sworn, stated that any representations therein are true.

WITNESS my hand and notarial seal on April 9, 2024.





Notary Public, Pamela K. Thompson

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number from this document, unless required by law.

/s/ Pamela K. Thompson

This Instrument Prepared by:

THOMPSON LAW LLC, *Pamela K. Thompson, Attorney at Law*, I.D. 16212-10, 603 North Shore Drive, Suite 105, Jeffersonville, IN 47130, Telephone: (812) 284-8385, Email: pam@thompsonlawllc.net