

**INDIANA COMMERCIAL COURT**

**STATE OF INDIANA  
COUNTY OF MARION**

**IN THE MARION SUPERIOR  
COURT**

**CAUSE NO:**

**AMY BURKE and ANGELIA  
MCGLADE, on behalf of themselves  
and all others similarly situated,**

**Plaintiffs,**

**v.**

**PAYGOV.US LLC d/b/a  
PAYGOV.US**

**Defendant.**

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

**INTRODUCTION**

1. Hoosiers are facing a utility bill crisis. In 2025 alone, the average resident in Indiana is reported as paying \$28 a month *more* for electricity along than they did in 2024.<sup>1</sup>

2. More specifically, the average amount paid by Indiana residents for utilities is now estimated to be \$221 per month for citizens utilizing CenterPoint

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<sup>1</sup> <https://www.wfyi.org/news/articles/consumer-advocates-spike-in-electric-bills-shows-indiana-energy-plan-isnt-working>

Energy, \$158 per month for citizens using AES, and \$156 a month for citizens using Duke Entergy.<sup>2</sup>

3. This isn't a new issue—Hoosiers have been facing these increases for over a decade. Indiana electric bills jumped by an average of 29.1% from 2015 to 2023<sup>3</sup> and in 2025, Indiana saw increases in utility costs of an estimated 11.5%, which is the second-highest increase in the Midwest and the 12<sup>th</sup> highest across the entire United States.<sup>4</sup>

4. While individual utility companies in Indiana are often the target of Hoosiers' repugnance for these increases, there is another Indiana-based company profiting immensely (and illegally) from these increases on the backs of citizens across the Hoosier state through its assessment of undisclosed, variable-rate junk fees to consumers that are simply trying to make ends meet and—quite literally—keep their lights on.

5. Defendant PayGOV is a payment processing company whose entire business model is based on nickel and diming consumers simply paying bills assessed to them by utility companies (via their respective municipalities) across Indiana and beyond.

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<sup>2</sup> <https://indianaeconomicdigest.net/MobileContent/Most-Recent/Lake/Article/Indiana-has-seen-one-of-the-biggest-jumps-in-utility-bills-in-the-nation/31/198/119592>

<sup>3</sup> *Id.*

<sup>4</sup> <https://www.axios.com/local/indianapolis/2025/08/07/indiana-electricity-costs-rise-amid-data-center-boom>

6. PayGOV charges consumers undisclosed, variable rate “convenience fees,” (hereafter, “Junk Fees”) each time they pay bills to their respective municipalities.

7. There is nothing convenient about PayGOV’s Junk Fees. To the contrary, these Junk Fees are assessed whether a consumer pays their bills via PayGOV’s app, PayGOV’s website, or in-person at a given municipality’s city building.

8. The specifics of these Junk Fees are never meaningfully disclosed to consumers when they receive their bills. Instead, they suddenly appear at the final payment screen on PayGOV’s various payment platforms.

9. To make matters worse, these Junk Fees are variable in nature, meaning that all payments made over \$100.00 have *larger* Junk fees attached to them that increase in tandem with the size of the payment. Not only is this never disclosed to consumers, but it also specifically impacts those consumers paying for their ever-increasing utility bills, which are very often over \$100.00.<sup>5</sup>

10. The variable nature of these fees is also not disclosed to municipalities because PayGOV represents that its “convenience fees” are “flat.”<sup>6</sup> This is a lie, and it has led to thousands of Hoosiers and customers across the country paying more in Junk Fees despite receiving no additional benefits from PayGOV.

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<sup>5</sup> <https://indianaeconomicdigest.net/MobileContent/Most-Recent/Lake/Article/Indiana-has-seen-one-of-the-biggest-jumps-in-utility-bills-in-the-nation/31/198/119592>

<sup>6</sup> <https://paygov.us/why-paygov/>

11. Plaintiffs and others similarly situated paid PayGOV's Junk Fees, including those with the undisclosed variable rate.

12. PayGOV's Junk Fee practices are not only wrong. They are also illegal.

13. Specifically, Plaintiffs in this class action allege that PayGOV's Junk Fees give rise to claims of Unjust Enrichment and violation of the Indiana Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5-1, *et seq.*

14. PayGOV has deceptively found a way to make itself the middle-man between Hoosiers their municipalities, and their utility companies. In doing so, it has unjustly collected millions of dollars. Its deception must be stopped.

15. Therefore, Plaintiffs bring this Class Action Complaint on behalf of themselves and all others situated to obtain redress and prevent future harm from PayGOV's ongoing actions.

16. Plaintiffs state the following based on personal knowledge as to facts pertaining to Plaintiffs, and based upon the investigation of counsel and information and belief as to all other matters.

### **JURISDICTION AND VENUE**

17. Plaintiff Amy Burke is a citizen of Indiana and resident of Farmland, Indiana.

18. Plaintiff Angelia McBride is a citizen of Indiana and resident of Dana, Indiana.

19. Defendant PayGov.US LLC is an Indiana limited liability company and electronic payment facilitator for government and utility payments with its headquarters at 5144 E. Stop 11 Rd., Indianapolis, IN 46237. According to the Indiana Secretary of State, PayGOV's sole member is Laura J. Hiatt, an individual domiciled in Indiana whose address is 5144 E Stop 11 Road, Ste #17, Indianapolis, IN 46237.

20. Plaintiffs' causes of action emanate from conduct arising out of Marion County.

21. Plaintiffs have suffered, are suffering, and will continue to suffer harm and original injury from Defendant's conduct in Marion County and elsewhere.

22. Defendant has a place of business, including its headquarters, and conducts business in Marion County. Therefore, venue is proper in Marion County under In. St. Trial P. Rule 75.

### **FACTUAL ALLEGATIONS**

#### **A. PayGOV's Platform Is Specifically Designed to Exploit Unknowing Consumers Into Paying its Junk Fees.**

23. PayGOV's decision to name itself PayGOV and utilize the URL "PayGOV.US" as its web-based payment platform are no mistake.

24. PayGOV did this in order to trick unknowing consumers into paying its junk fees.

25. PayGOV is a private entity and as such, it is not permitted to use a “.gov” domain that is permitted for use only by public entities and municipalities.

26. However, in order to further dupe consumers into believing that its Junk Fees are part and parcel of the bills sent by their municipalities, PayGOV has specifically made sure that its name included “gov” and that “gov” came *before* its “.us” domain.

27. Indeed, PayGOV’s domain “www.paygov.us” is shockingly similar to a widely used and legitimate government website “www.pay.gov” which is a website created to service payments to U.S. Federal Government Agencies. PayGOV uses this domain specifically to confuse consumers and trick them into believing that its Junk Fees merely a part of their payment of their bills to their municipalities.

28. PayGOV’s deception goes further than its selection of its name and URL. Indeed, PayGOV further attempts to trick consumers by utilizing pervasive American flag imagery on its website.<sup>7</sup>

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<sup>7</sup> <https://paygov.us/> (last accessed October 8, 2025).



29. PayGOV includes an American flag banner; usage of the red, white, and blue color scheme; and in its advertisements for its mobile app, makes no indicator of the “.us” domain name at all, continues placing the Stars & Stripes all over its app like a logo, and most importantly, *does not provide any disclaimers that it is not a U.S. Government website.*

30. PayGOV takes these actions specifically to lead consumers to believe that its website and payment platform are affiliated with the government, and therefore its inclusion of Junk Fees should not be questioned.

31. But PayGOV is not a governmental entity. It is a private business acting as an unnecessary middleman, set up merely to collect its Junk Fees from unwitting Hoosiers and other consumers trying to pay their bills.

## **B. PayGOV’s Mandatory Junk Fees Are Deceptive.**

32. PayGOV sources its revenue and recoupment of operation costs through levying fees on individual cardholders, not the municipality. On PayGOV’s “Why PayGOV” website, it explains, under its “Key Benefits,” that there is “[a]bsolutely no fees assess to your agency,” and instead “[a] flat convenience fee is charged to the cardholder for the convenience of using this service.”<sup>8</sup>

33. PayGOV’s “convenience” factor is ostensibly related to its being an online payment platform, obviating the need for “cash advances or small loan[s],” “long lines and the hassle of obtaining a money order,” and allows “[p]ayment’s (sic) can be made 24/7/365 from anywhere in the world,” with “[i]mproved payment hours, your office will be available 24/7 for payment processing.”<sup>9</sup>

34. PayGOV’s Junk Fees, however, are not solely limited to instances in which individuals make payments online. Indeed, as an online credit card terminal, PayGOV could be, and has been, used in-person wherever individuals would normally go to pay cash or hand over a check. PayGOV touts the ability for its system to be used in person as an entire section on its webpage entitled “Reasons to Offer an Electronic Payment Solution For Over the Counter Transactions.”<sup>10</sup>

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<sup>8</sup> <https://paygov.us/why-paygov/> (last accessed October 8, 2025).

<sup>9</sup> *Id.*

<sup>10</sup> *Id.*

35. PayGOV levels its “convenience” fee even when an individual pay at the utility office or by phone call in order to pay, thus rendering its use of the term “convenience” both superfluous and deceptive.

36. If individuals paying their utilities had known that they would get charged a convenience fee even in person using a credit or debit card, they may have chosen to pay via check or cash to avoid the unnecessary fee.

### **C. The PayGOV Website.**

37. On the home screen of PayGOV.US, there are no disclosures made to consumers about the existence of a convenience fee.

38. To pay online at PayGOV.US, a user must click “make a payment” on the upper right-hand side of the homepage, and then enter in their state, town, and utility.

39. They are then presented with a screen to enter in account information as well as payment information. For example, this is the type of screen Plaintiff Burke would have encountered in paying for a utility with the Town of Farmland, a municipality that uses PayGOV:<sup>11</sup>

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<sup>11</sup> <https://pay.paygov.us/EndUser/PaymentAgency.aspx?ttid=11343> (last accessed October 8, 2025).

INDIANA-TOWN OF FARMLAND - UTILITY  
Agency Number 765-468-6701, PLC# 1048  
765-468-6701  
104 East Henry Street Farmland IN 47340  
Pay Location Code 1048

**CUSTOMER ACCOUNT INFORMATION:**

Account Number   
Name   
Service Address

**PAYMENT INFORMATION:**

Payment Type  
 Credit Card

Billing Phone Number  Email

Payment Amount  **Fee Amount (Non Refundable): \$0.00 Total Amount: \$0.00**

First Name  Last Name

Billing Address

City  State  Zip

Card Number  Exp Date  CVV   
VISA

[Terms and conditions](#)

Customer Accepts

40. There nothing on this screen for the payor to “accept.” PayGOV provides a checkbox that reads “Customer Accepts” which must be checked off prior to paying, but there is no indication of what it is, exactly, a customer is accepting. The phrase stands alone without any reference to terms and conditions or any disclaimers and certainly does not refer to the convenience fee.

41. On this same screen, the “terms and conditions” present are in a hyperlink and are decidedly passive clickwrap. A customer is not presented with the terms prior to making a payment, nor are they required to click into the terms and conditions before making a payment. The hyperlink does not to be clicked for the customer to make a payment.

42. This screen also does not inform the customer what the “terms and conditions” apply to. The screen does not say whether the terms and condition apply to use of the payment system, use of PayGOV’s services generally, or any dispute

resolution. The term and conditions are hyperlinked in small font at the bottom of the screen without any incentive for consumers to read them.

43. Even if customers were required to click into the terms and conditions, those terms and conditions are problematic because they do not create any binding language or even reasonable disclosure about the convenience fees.

44. Upon opening the hyperlink in the “Terms and Conditions” folder, one is presented with PayGOV’s separate website listing out the terms.<sup>12</sup> On this page there is a heading for “Convenience Fees.”

45. The “Convenience Fees” section of the Terms and Conditions reads as follows:

“Convenience Fees. Convenience Fees are the Fees charged for initiating a payment through PayGOV. You have the opportunity to cancel any Transaction before making payment and becoming responsible for Convenience Fees, which will be charged to your Account. Convenience Fees are non-refundable.”

46. This “disclosure” is not meaningful and deceives the customer. It does not disclose the amount of the convenience fee or how PayGOV calculates the convenience fee. This is especially egregious given that the convenience fee is variable in nature—a fact that is never disclosed to customers. In short, it provides no material information for customers to be able to knowingly to the convenience fee.

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<sup>12</sup> <https://pay.paygov.us/Content/PayGOVTermsAndConditions.htm> (last accessed October 8, 2025).

47. What’s left for residents of municipalities wishing to pay online, or in person, who have opted to use PayGOV, is that all credit or debit card transactions are subject to a “black-box” variable-rate convenience fee that PayGOV does not disclose to consumers prior to making payment or provide any rationale by which to calculate it.

**D. PayGOV Unjustly Benefits From Hoosiers’ Increased Cost of Living Through its Use of an Undisclosed, Variable Rate Fee.**

48. PayGOV also charges a higher convenience fee for purchases over \$50.00 and \$100.00.

49. When an individual goes to make a payment on PayGOV’s website, they are shown “Fee Amount (Non Refundable)” of “\$0.00” and “Total Amount” of “\$0.00.” But these number change depending on the Payment Amount.

50. For example, if a customer makes a \$25 payment to the Town of Farmland, the convenience fee appears as “\$3.95:<sup>13</sup>”

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<sup>13</sup> <https://pay.paygov.us/EndUser/PaymentAgency.aspx?ttid=11343> (last accessed October 8, 2025).

**INDIANA-TOWN OF FARMLAND - UTILITY**  
Agency Number 765-468-6701, PLC# 1048  
765-468-6701  
104 East Henry Street Farmland IN 47340  
Pay Location Code 1048

**CUSTOMER ACCOUNT INFORMATION:**

Account Number   
Name   
Service Address

**PAYMENT INFORMATION:**

Payment Type  
 Credit Card

Billing Phone Number  Email   
Payment Amount  **Fee Amount (Non Refundable): \$3.95 Total Amount: \$28.95**  
First Name  Last Name

51. This convenience fee stays at a flat \$3.95 until the payment exceeds \$100.00:<sup>14</sup>

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<sup>14</sup> *Id.*

**INDIANA-TOWN OF FARMLAND - UTILITY**  
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765-468-6701  
104 East Henry Street Farmland IN 47340  
Pay Location Code 1048

**CUSTOMER ACCOUNT INFORMATION:**

Account Number   
Name   
Service Address

**PAYMENT INFORMATION:**

Payment Type  
 Credit Card

Billing Phone Number  Email

Payment Amount  **Fee Amount (Non Refundable): \$3.95 Total Amount: \$103.95**

First Name  Last Name

52. But just one dollar later, at \$101.00, the convenience fee begins to tick

up:<sup>15</sup>

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<sup>15</sup> *Id.*

**INDIANA-TOWN OF FARMLAND - UTILITY**  
Agency Number 765-468-6701, PLC# 1048  
765-468-6701  
104 East Henry Street Farmland IN 47340  
Pay Location Code 1048

**CUSTOMER ACCOUNT INFORMATION:**

Account Number   
Name   
Service Address

**PAYMENT INFORMATION:**

Payment Type  
**Credit Card**

Billing Phone Number  Email   
Payment Amount  **Fee Amount (Non Refundable): \$3.99 Total Amount: \$104.99**  
First Name  Last Name

53. Continuing to experiment with numbers yields still increasing results. A \$125.00 payment garners a \$4.94 convenience fee. A \$150.00 payment garners a \$5.92 convenience fee. A \$200.00 payment garners a \$7.90 convenience fee.<sup>16</sup>

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<sup>16</sup> *Id.*

**INDIANA-TOWN OF FARMLAND - UTILITY**  
Agency Number 765-468-6701, PLC# 1048  
765-468-6701  
104 East Henry Street Farmland IN 47340  
Pay Location Code 1048

**CUSTOMER ACCOUNT INFORMATION:**

Account Number   
Name   
Service Address

**PAYMENT INFORMATION:**

Payment Type  
**Credit Card**

Billing Phone Number  Email   
Payment Amount  **Fee Amount (Non Refundable): \$4.94 Total Amount: \$129.94**  
First Name  Last Name

**INDIANA-TOWN OF FARMLAND - UTILITY**  
Agency Number 765-468-6701, PLC# 1048  
765-468-6701  
104 East Henry Street Farmland IN 47340  
Pay Location Code 1048

**CUSTOMER ACCOUNT INFORMATION:**

Account Number   
Name   
Service Address

**PAYMENT INFORMATION:**

Payment Type  
**Credit Card**

Billing Phone Number  Email   
Payment Amount  **Fee Amount (Non Refundable): \$5.92 Total Amount: \$155.92**  
First Name  Last Name

**INDIANA-TOWN OF FARMLAND - UTILITY**  
Agency Number 765-468-6701, PLC# 1048  
765-468-6701  
104 East Henry Street Farmland IN 47340  
Pay Location Code 1048

**CUSTOMER ACCOUNT INFORMATION:**

Account Number   
Name   
Service Address

**PAYMENT INFORMATION:**

Payment Type  
 Credit Card

Billing Phone Number  Email

Payment Amount  **Fee Amount (Non Refundable): \$7.90 Total Amount: \$207.90**

First Name  Last Name

54. As the payments increase beyond \$125 the convenience fee continues to increase.

55. PayGOV has no good faith reason for the “convenience fee” to increase as the customer payment amount increases. Accepting a payment electronically does not become more difficult or require more resources as the payment amount increases.

56. And at no time do customers consent to higher convenience fees as payments increase. In its “terms and conditions,” PayGOV does not disclose the “base” convenience fee amount or that the convenience fee increases as the payment amount increases.

57. The increase in convenience fee at higher amounts is particularly troubling, as many individuals in the types of communities that PayGOV serves are lower-income and struggle financially. It is common for individuals in these towns to be behind on water bills or utility bills and have bills with balances carried forward. So, bills over \$100.00 are common.

58. PayGOV's practices are predatory. Without warning (or the legally required consent), PayGOV forces individuals to pay ever-rising variable "convenience fees" as punishment for their financial situation.

### **PLAINTIFFS' EXPERIENCES**

#### **Plaintiff Amy Burke**

59. Plaintiff, Amy Burke, at all relevant times was a resident and citizen of Farmland, Indiana. Farmland uses PayGOV.

60. From November 2022 through June 2025, Ms. Burke lived in made utility payments as PayGOV as instructed by Farmland.

61. Ms. Burke was never presented with a set of terms and conditions she was required to view prior to making a payment through PayGOV.

62. Ms. Burke was never informed by Farmland that she would incur a "convenience fee" if she paid through PayGOV.

63. At all relevant times, Ms. Burke was never informed by PayGOV, prior to payment, that she would incur a "convenience fee" if she paid her utilities owed to Farmland using their services.

64. PayGOV never disclosed to Ms. Burke the amount of her convenience fee prior to her paying it.

65. PayGOV never disclosed to Ms. Burke how it calculates a convenience fee.

66. PayGOV charged Ms. Burke a convenience fee each time she paid her utility bills.

67. PayGOV modified the convenience fees it charged Ms. Burke based on the amount she paid without any regard to the actual cost of transacting her payment.

68. A sampling of Ms. Burke’s payment schedule to PayGOV, broken down by the amount of her utility and convenience fee charged, is displayed below:<sup>17</sup>

<u>Date of Payment</u>	<u>Payee Listed on Credit Card Statement</u>	<u>Amount</u>
November 29, 2022	PayGOV	\$3.75
November 29, 2022	Town of Farmland	\$125.00
January 4, 2023	PayGOV	\$3.00
January, 4, 2023	Town of Farmland	\$83.73
February 1, 2023	PayGOV	\$3.95
February 1, 2023	Town of Farmland	\$100.00
February 23, 2023	PayGOV	\$3.95
February 23, 2023	Town of Farmland	\$100.00
March 29, 2023	PayGOV	\$3.95
March 29, 2023	Town of Farmland	\$30.00
April 28, 2023	PayGOV	\$3.95
April 28, 2023	Town of Farmland	\$50.00

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<sup>17</sup> This table is sourced from entries in Ms. Burke’s credit card payments showing receipts for payments she made related to her water utility with Farmland Municipal.

May 26, 2023	PayGOV	\$3.95
May 26, 2023	Town of Farmland	\$100.00
August 28, 2023	PayGOV	\$3.95
August 28, 2023	Town of Farmland	\$100.00
September 26, 2023	PayGOV	\$3.95
September 26, 2023	Town of Farmland	\$100.00
October 26, 2023	PayGOV	\$5.92
October 26, 2023	Town of Farmland	\$150.00
November 3, 2023	PayGOV	\$5.92
November 3, 2023	Town of Farmland	\$100.00
November 28, 2023	PayGOV	\$5.92
November 28, 2023	Town of Farmland	\$150.00
December 24, 2023	PayGOV	\$3.95
December 24, 2023	Town of Farmland	\$100.00
May 23, 2025	PayGOV and Town of Farmland	\$187.91
June 25, 2025	PayGOV and Town of Farmland	\$85.57

69. On multiple occasions, Ms. Burke was charged \$3.95 by PayGOV for making a payment of \$100.00, despite being charged \$3.00 for at least one payment below \$100.00, which she made on January 4, 2023 in the amount of \$83.73.

70. Later in 2023, Ms. Burke was charged \$3.95 for payments well below \$83.73, exposing a rate change PayGOV made to its consumer base again unilaterally and without disclosure.

71. In late 2023, Ms. Burke made two payments over \$100.00, each incurring a \$5.92 convenience fee.

72. In 2025, Ms. Burke made two payments that appeared on her credit card statement as “PayGOV and Farmland,” meaning that PayGOV has stopped displaying its convenience fee separate from the underlying utility and is instead

showing them as one charge, further obscuring how much PayGOV charges as a convenience fee.

73. On her last payments to PayGOV, in June of 2025, Ms. Burke attempted to pay at the utility office in Farmland. At that time, the clerk ran her credit card into PayGOV's system and Ms. Burke was again levied a convenience fee, despite coming down to the physical office to pay her bill.

74. Had Ms. Burke understood she would be charged a convenience fee for using PayGOV, she would have paid via money order or check and not used PayGOV's services.

75. Had Ms. Burke understood that the convenience fees increase as the payments increase, she would have made larger payments in person and with cash, a check, or a money order.

Plaintiff Angelia McGlade

76. Plaintiff Angelia McGlade at all relevant times was a resident and citizen of Dana, Indiana. Dana uses PayGOV.

77. From 2021 to the present, Ms. McGlade lived in Dana, IN and made utility payments to Dana as instructed, which was to pay through PayGOV either online or in the app.

78. At all relevant times, Ms. McGlade was never presented with a set of terms and conditions she was required to view prior to making a payment through PayGOV.

79. At all relevant times, Ms. McGlade was never informed by Dana that she would incur a “convenience fee” if she paid through PayGOV, regardless of the means by which she did so.

80. At all relevant times, Ms. McGlade was never informed by PayGOV, prior to payment, that she would incur a “convenience fee” if she paid her utilities owed to Dana using their services.

81. PayGOV never disclosed to Ms. McGlade what her convenience fee would be prior to her paying it.

82. PayGOV never disclosed to Ms. McGlade how it calculates its convenience fee.

83. PayGOV never disclosed to Ms. McGlade that she could avoid paying a convenience fee if she chose to pay directly with her municipality via check, cash, or money order.

84. PayGOV charged Ms. McGlade a convenience fee each time she paid her utility bill.

85. PayGOV modified the amount of the convenience fee it charged Ms. McGlade based on the payment amount.

86. A sampling of Ms. McGlade’s payment schedule to PayGOV, broken down by the amount of her utility and convenience fee charged, is displayed below:

<u>Date of Payment</u>	<u>Payee Listed on Credit Card Statement</u>	<u>Amount</u>
May 17, 2024	PayGOV	\$3.30

May 17, 2024	Town of Dana	\$110.00
June 15, 2024	PayGOV	\$2.86
June 15, 2024	Town of Dana	\$95.49
July 12, 2024	PayGOV	\$3.10
July 12, 2024	Town of Dana	\$103.27
September 15, 2024	PayGOV	\$3.53
September 15, 2024	Town of Dana	\$117.69
October 11, 2024	PayGOV	\$3.74
October 11, 2024	Town of Dana	\$124.50
August 26, 2024	PayGOV	\$3.34
August 26, 2024	Town of Dana	\$111.31

87. As noted, on multiple occasions Ms. McGlade was charged varying amounts by PayGOV based on the amount of her utility bill.

88. Had Ms. McGlade understood she would be charged a convenience fee at all for using PayGOV, she would have paid via money order or check and not used PayGOV's services.

89. Alternatively, had Ms. McGlade understood that convenience fees increase as the payment amount increases, she would have made larger payments in person and with cash, a check, or a money order.

**CLASS ACTION ALLEGATIONS**

90. Plaintiffs bring this action on behalf of themselves and as a class action on behalf of the following proposed class ("the Class"):

All individuals who were required to pay a convenience fee to PayGOV during the Relevant Time Period.

91. Excluded from the Class are the officers, directors, and legal representatives of PayGOV and the judges and court personnel in this case and any members of their immediate families.

92. This action is properly maintainable as a class action under Indiana Rules of Trial Procedure 23(A) and (B)(3).

93. Numerosity. PayGOV serves dozens of municipalities in Indiana and around the country, each totaling a few hundred to thousands of people each, if not more. Therefore, the members of the Class are so numerous that joinder of all members is impractical.

94. Commonality. There are questions of law and fact common to the Class, which predominate over any questions affecting only individual Class members. These common questions of law and fact include, without limitation:

- a. Whether and to what extent PayGOV was permitted to levy a deceptive Junk Fee to Class Members as part of its business model;
- b. Whether PayGOV adequately and accurately informed Class Members of how a Junk Fee is calculated or charged;
- c. Whether PayGOV was unjustly enriched by its assessment of Junk Fees;
- d. Whether Class Members are entitled to actual damages, statutory damages, and/or punitive damages as a result of PayGOV's wrongful conduct;

- e. Whether Plaintiffs and the Class are entitled to restitution as a result of PayGOV's wrongful conduct; and
- f. Whether Plaintiffs and the Class are entitled to injunctive relief.

95. Typicality. Plaintiffs' claims are typical of those of other Class members because Plaintiffs' were each charged deceptive convenience fees for attempting to pay their utility bill. Further, Plaintiffs, like all Class members, were injured by PayGOV's uniform conduct. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all other Class members, and there are no defenses that are unique to Plaintiffs. The claims of Plaintiffs and those of other Class members arise from the same operative facts and are based on the same legal theories.

96. Adequacy of Representation. Plaintiffs will fairly and adequately represent and protect the interests of the Class in that they have no disabling conflicts of interest that would be antagonistic to those of the other members of the Class. The damages and infringement of rights Plaintiffs suffered are typical of other Class members, and Plaintiffs seek no relief that is antagonistic or adverse to the members of the Class. Plaintiffs have retained counsel experienced in complex consumer class action litigation, and Plaintiffs intend to prosecute this action vigorously.

97. Superiority of Class Action. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, as the pursuit of

numerous individual lawsuits would not be economically feasible for individual Class members, and certification as a class action will preserve judicial resources by allowing the Class's common issues to be adjudicated in a single forum, avoiding the need for duplicative hearings and discovery in individual actions that are based on an identical set of facts. In addition, without a class action, it is likely that many members of the Class will remain unaware of the claims they may possess.

98. The litigation of the claims brought herein is manageable. PayGOV's uniform conduct, the consistent provisions of the relevant laws, and the ascertainable identities of Class members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action.

99. Adequate notice can be given to Class members directly using information maintained in PayGOV's records.

100. Predominance. Pursuant to Rule 23(B)(3), the issues in this action are appropriate for certification because such claims present only particular, common issues, the resolution of which would advance the disposition of this matter and the parties' interests therein. Such particular issues include but are not limited to the questions identified above.

101. It does not appear that other persons who fall within the Class definition set forth above are pursuing similar litigation.

102. This proposed class action does not present any unique management difficulties.

**FIRST CAUSE OF ACTION**  
**Unjust Enrichment**  
**(On Behalf of Plaintiffs and the Class)**

103. Plaintiffs restate and re-allege all preceding paragraphs as if fully set forth herein.

104. Plaintiffs and Class members conferred a monetary benefit upon PayGOV in form of the “convenience” fees that PayGOV charged.

105. PayGOV appreciated or had knowledge of the benefits conferred upon it by Plaintiffs and Class members.

106. As a result of PayGOV’s conduct, Plaintiffs and Class members suffered actual damages in an amount equal to the amount of the convenience fees paid, as had Plaintiffs and Class Members been adequately informed of alternative payment options or the rate of the convenience fee that PayGOV charged, they would not have made such payment. Alternatively, Plaintiffs and Class members would not have made higher payments through PayGOV’s system if they had known anything about how PayGOV inflates its convenience fee arbitrarily, without regard to the actual cost of payment transactions.

107. Under principles of equity and good conscience, PayGOV should not be permitted to retain the money belonging to Plaintiffs and Class members because PayGOV failed to adequately inform Plaintiffs and Class members of the convenience fee it charged, creating either no contract and extorting low-income and rural residents for their hard-earned dollars in order to keep the water running

and lights on, and if PayGOV formed any type of agreement with Plaintiffs and Class Members, it was a contract of adhesion whereby Plaintiffs and Class Members had no choice but to pay PayGOV's arbitrary fees.

108. PayGOV should be compelled to disgorge into a common fund for the benefit of Plaintiffs and Class members all unlawful or inequitable proceeds it received as a result of its conduct alleged herein.

**SECOND CAUSE OF ACTION**  
**Violations of Indiana Deceptive Consumer Sales Act**  
**Ind. Code §§ 24-5-0.5-1, *et seq.***  
**(On Behalf of Plaintiffs and the Class)**

109. Plaintiffs identified above, individually and on behalf of the Class, repeat and re-allege all previously alleged paragraphs, as if fully alleged herein.

110. PayGOV is a "person" as defined by Ind. Code § 24-5-0.5-2(a)(2).

111. PayGOV is a "supplier" as defined by Ind. Code § 24-5-0.5-2(a)(3) because it regularly engages in or solicits "consumer transactions" within the meaning of Ind. Code § 24-5-0.5-2(a)(3)(A).

112. PayGOV engaged in unfair, abusive, and deceptive acts, omissions, and practices in connection with consumer transactions, in violation of Ind. Code § 24-5-0.5-3(a).

113. PayGOV's acts and practices were "unfair" because they caused or were likely to cause substantial injury to consumers which was not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits

to consumers or to competition.

114. The injury to consumers from PayGOV's conduct was and is substantial because it was non-trivial and non-speculative; and involved a monetary injury. The injury to consumers was substantial not only because it inflicted harm on a significant and unprecedented number of consumers, but also because it inflicted a significant amount of harm on each consumer.

115. PayGOV's acts and practices were "abusive" for numerous reasons (a) because they materially interfered with consumers' ability to understand a term or condition in a consumer transaction, interfering with consumers' decision-making; (b) because they took unreasonable advantage of consumers' lack of understanding about the material risks, costs, or conditions of a consumer transaction; consumers lacked an understanding of the material risks and costs of a variety of their transactions; (c) because they took unreasonable advantage of consumers' inability to protect their own interests; consumers could not protect their interests due to the asymmetry in information between them and PayGOV; (d) because PayGOV took unreasonable advantage of consumers' reasonable reliance that they were providing truthful and accurate information.

116. PayGOV also engaged in "deceptive" acts and practices in violation of Ind. Code § 24-5-0.5-3(a) and § 24-5-0.5-3(b) by (a) misrepresenting that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the supplier

knows or should reasonably know it does not have and (b) misrepresenting that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the supplier knows or should reasonably know that it is not.

117. PayGOV's representations and omissions were material because they were likely to deceive reasonable consumers.

118. PayGOV received notice pursuant to Ind. Code § 24-5-0.5-5(a) concerning their wrongful conduct as alleged herein by Plaintiffs and Class members. PayGOV's conduct includes incurable deceptive acts that PayGOV engaged in as part of a scheme, artifice, or device with intent to defraud or mislead, under Ind. Code § 24-5-0.5-2(a)(8).

119. As a direct and proximate result of PayGOV's uncured or incurable unfair, abusive, and deceptive acts or practices, Plaintiffs and Class members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including from not receiving the benefit of their bargain in transacting through PayGOV's services.

120. PayGOV's violations present a continuing risk to Plaintiffs and Class members as well as to the general public.

121. Plaintiffs and Class members seek all monetary and non-monetary relief allowed by law, including the greater of actual damages or \$500 for each non-willful violation; the greater of treble damages or \$1,000 for each willful violation; restitution; reasonable attorneys' fees and costs; injunctive relief; and punitive

damages.

**PRAYER FOR RELIEF**

WHEREFORE Plaintiffs, on behalf of themselves and all others similarly situated, request the following relief:

- A. An Order certifying this action as a class action and appointing Plaintiffs as Class representatives and the undersigned as Class counsel;
- B. An injunction forcing PayGOV to 1) adequately disclose the availability of alternative payment options to Class Members, and to 2) adequately disclose its flat and variable convenience fee should consumers choose to pay with PayGOV;
- C. An award of damages, in an amount to be determined;
- D. An award of attorneys' fees and costs;
- E. An award of pre- and post-judgment interest, costs, attorneys' fees, expenses, and interest as permitted by law; and
- F. Such other and further relief as this court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully submitted,

Dated: November 14, 2025

/s/ Tyler B. Ewigleben  
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