UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

RICARDO VASQUEZ, Plaintiff, v. INDIANA UNIVERSITY HEALTH, INC., INDIANA UNIVERSITY HEALTH BLOOMINGTON, INC., DANIEL HANDEL, Defendants.	)	No. 1:21-cv-01693-JRS-MG

Order on Motion for Summary Judgment

Ricardo Vasquez, M.D., an independent vascular surgeon who for years depended on a large hospital to supply him patients and facilities, had his privileges there revoked. He brings claims against the hospital IU Health Bloomington, its parent company IU Health, and the hospital's Chief Medical Officer Daniel Handel, M.D. (together "IU Health") for violations of the antitrust laws, defamation, and breach of contract.

The Court comes to resolve IU Health's Motion for Summary Judgment, (ECF No. 115), which addresses Dr. Vasquez's original case, IU Health's Supplemental Motion for Summary Judgment, (ECF No. 196), which addresses an additional "count" Dr. Vasquez added in a First Amended Complaint, and Dr. Vasquez's Motion for Leave to File a Second Amended Complaint, (ECF No. 254).

I. Facts

Most of the facts are beyond dispute. (It is the antitrust labels—"exclusionary," "anticompetitive," "malice"—that cause the trouble.)

Dr. Vasquez is a long-time medical specialist in Bloomington, Indiana. (Amd. Compl. ¶¶ 24–32, ECF No. 193.) In his subfield, vascular surgery, specialist doctors treat patients who are referred to them by generalist primary care physicians. (*Id.* ¶ 34.) Vascular surgeons, whether they are independent, members of a physician group, or directly employed by a hospital, need access to treatment facilities to do their job. Usually, but not always, those facilities are hospitals. Dr. Vasquez is independent, and for many years he had "admitting privileges" to treat patients at Bloomington Hospital, which was the biggest and best equipped of the local hospitals. (*Id.* ¶ 54.) Dr. Vasquez was one of two vascular surgeons at Bloomington Hospital (and, for a time, in the whole city); the other, Dr. Hamelink, practiced at Bloomington Hospital first as an independent and later as an IU Health employee. (*Id.* ¶ 32.)

IU Health came to town in 2010, buying Bloomington Hospital. (*Id.* ¶ 43.) Dr. Vasquez carried on as before.

In 2017, IU Health bought up the largest independent physician group in Bloomington, thus bringing a huge majority of local primary care physicians into its employ. (Pl.'s Statement of Facts ¶ 1, ECF No. 147.) Soon thereafter, Dr. Vasquez's troubles started—not coincidentally, as he tells it. IU Health threatened and then carried out disciplinary proceedings against Dr. Vasquez, alleging, for instance, that over a course of years he berated nurses, upset patients, and was frequently subject

to malpractice suits. (*Id.* ¶¶ 21–30.) Dr. Vasquez disputes all those allegations, but, in any case, IU Health suspended his admitting privileges at Bloomington Hospital in April 2019, and, after contentious administrative proceedings, formally revoked them in December that same year. (*Id.* ¶¶ 32, 37; Defs.' Statement of Facts ¶¶ 2–21.)

The loss of privileges at Bloomington Hospital ruined Dr. Vasquez's former business model: his revenues had come from treating patients there and from an incidental service, called "lab readings," he performed on rotation. (Amd. Compl. ¶108, ECF No. 193.)

Dr. Vasquez pivoted. (Defs.' Statement of Facts ¶ 32, ECF No. 117-54.) He opened an office-based lab—sort of a mini-hospital—to treat patients independently. (Dr. Vasquez Deposition 5, ECF No. 117-24.) He also leaned into his admitting privileges at the other area hospitals, (Amd. Compl. ¶ 30, ECF No. 193), which decided to invest more in equipment to enable his growing practice there, (Defs.' Statement of Facts ¶ 31, ECF No. 117-54).

IU Health hired two new vascular surgeons to replace Dr. Vasquez at Bloomington Hospital; those two, along with Dr. Hamelink, brought its vascular surgery staff to three. (*Id.* ¶ 34.)

The Parties dispute what effect this shake-up had on vascular surgery in Bloomington. Dr. Vasquez thinks patient care got worse and the supply of vascular surgery—as measured by number of surgical procedures carried out—went down. (Pl.'s Resp. 38, ECF No. 147.) IU Health thinks patient care is at least as good—maybe better, at Bloomington Hospital, without Dr. Vasquez's antics—and the supply

of vascular surgery is up, as measured by number of surgeons. (Defs.' Br. Supp. 38, ECF No. 117-54.) The Parties also dispute whether IU Health acts to prevent its doctors referring Dr. Vasquez patients at his new practice. (Pl.'s Statement of Facts in Dispute 21, ECF No. 147.)

The Parties do not dispute that Dr. Vasquez's repositioned practice has thrived: his revenues and profits are "substantially" higher since he left Bloomington Hospital. (Pl.'s Resp. 24, ECF No. 167). (His case for damages here is that he would have made even more had he continued to get business from IU Health. (*Id.* at 39 (citing expert report).) That supposes, somewhat improbably, first that he would have changed his practice without the shock of losing his privileges and second that he could carry on *both* his new practice and his old one.)

On either account, the upshot is clear: Dr. Vasquez now has a successful practice on a more independent footing, Bloomington has four vascular surgeons instead of two, and two hospitals with advanced facilities instead of one.

II. Legal Standard

The legal standard on summary judgment is well established:

> Summary judgment is appropriate "if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). "A genuine dispute of material fact exists 'if the evidence is such that a reasonable jury could return a verdict for the nonmoving party.'" *Skiba* [*v. Illinois Cent. R.R. Co.*, 884 F.3d 708, 717 (7th Cir. 2018)] (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 [] (1986)). A theory "too divorced from the factual record" does not create a genuine issue of material fact. *Id.* at 721. "Although we construe all facts and make all reasonable inferences in the nonmoving party's favor, the moving party may succeed by showing an absence of evidence to support the non-moving party's claims." *Tyburski v. City of Chicago*, 964 F.3d 590, 597 (7th Cir. 2020).

Marnocha v. St. Vincent Hosp. & Health Care Ctr., Inc., 986 F.3d 711, 718 (7th Cir. 2021). A dispute of fact is only "material" if it affects the outcome according to the applicable substantive law. *Anderson*, 477 U.S. at 248.

III. Discussion

A. Antitrust

Dr. Vasquez argues IU Health violated state and federal antitrust law. His claim is that IU Health tried to shoulder him out of the Bloomington vascular surgery market[1] by revoking his admitting privileges at *its* hospital, cutting off his flow of referral patients from *its* primary care physicians, and booting him from *its* vascular lab readings rotation. In other words, Dr. Vasquez does not like competing with IU Health (never mind that he is doing very well at it), and wants to go back to the good old days when IU Health shared its facilities with him, steered its patients to him, and bought services from him.

That sure does not sound like an antitrust case.[2] "The antitrust laws were enacted for 'the protection of competition, not competitors.'" *Atl. Richfield Co. v. USA*

[1] The Parties, at the motion to dismiss stage, argued about the proper definition of the geographic market for antitrust purposes. The District Court found that Dr. Vasquez had not adequately alleged a plausible geographic market and dismissed the case. (Order, ECF No. 37.) The Seventh Circuit reversed that decision on appeal and remanded the case for further proceedings. (Mandate, ECF No. 44.) Since the remand, the Parties have moved on from the issue of geographic market definition; here on summary judgment, the Court is willing to assume, as the Parties now seem to, that Bloomington is a suitably-defined geographic market for antitrust purposes. Nothing in this Order turns on the geographic market issue, and the Seventh Circuit's mandate was limited to that issue.

[2] Congress cared enough about the proliferation of doctor-sues-privilege-revoking-hospital antitrust cases to enact a law immunizing hospitals from them. *See Gordon v. Lewistown Hosp.*, 423 F.3d 184, 201 (3d Cir. 2005) (discussing history and context of Health Care Quality Improvements Act, 42 U.S.C. §§ 11101 ff.) ("At its heart, the HCQIA was intended to deter antitrust suits by disciplined physicians."). The Parties here spend a great deal of energy fighting over whether that immunity applies—but because the immunity is limited to money

Petroleum Co., 495 U.S. 328, 338 (1990) (quoting *Brown Shoe Co. v. United States*, 370 U.S. 294, 320 (1962)). "Transfer of business from one company to another . . . without an accompanying effect on competition, cannot be an antitrust violation." *Chicago Studio Rental, Inc. v. Illinois Dep't of Com.*, 940 F.3d 971, 979 (7th Cir. 2019). And because "compelling negotiation between competitors may facilitate the supreme evil of antitrust[,] collusion," it is a bad idea for a court to interfere with the "'long recognized right of a trader or manufacturer engaged in an entirely private business, freely to exercise his own independent discretion as to parties with whom he will deal.'" *Verizon Commc'ns Inc. v. L. Offs. of Curtis V. Trinko, LLP*, 540 U.S. 398, 408 (2004) (quoting *United States v. Colgate & Co.*, 250 U.S. 300, 307 (1919)).

That means the intuitive answers to the basic questions here are correct: must a hospital allow a doctor, not in its employ, to use its facilities? No. Must a hospital allow its staff to refer patients to competitors? No. Must a hospital buy lab reading services from any particular provider? Also no. To answer otherwise would be to impair "competition" in order to protect a "competitor"—exactly what the antitrust laws prohibit.[3] *Novell, Inc. v. Microsoft Corp.*, 731 F.3d 1064, 1073 (10th Cir. 2013) (Gorsuch, J.) (forced cooperation leads to "paradigmatic antitrust wrongs").

That first-principles analysis is borne out by the specifics of the law. All three statutes Dr. Vasquez invokes—Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1,

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damages, and limited to conduct "with respect to" the disciplinary action, it has no decisive role in this case, which seeks injunctive relief as well as damages and concerns a broader set of facts than the simple revocation of privileges. 42 U.S.C. § 11111(a)(1).

[3] It would also, incidentally, lay waste to huge swathes of contract law. Specialist doctors would come actually to enjoy what now they only believe themselves to have—life tenure.

Section 2 of that Act, 15 U.S.C. § 2, and Section 7 of the Clayton Act, 15 U.S.C. § 18, as well as their state-law counterparts, *Brownsburg Cmty. Sch. Corp. v. Natare Corp.*, 824 N.E.2d 336, 348 (Ind. 2005) (Indiana antitrust law identical with federal)—require a plaintiff to show an injury that flows from "anticompetitive effects" or "anticompetitive acts"—that is, the sort of injury that counts as an "antitrust injury." *Brunswick Corp. v. Pueblo Bowl-O-Mat, Inc.*, 429 U.S. 477, 489 (1977) (discussing Section 7 of the Clayton Act, 15 U.S.C. § 18); *Atl. Richfield Co. v. USA Petroleum Co.*, 495 U.S. 328, 334 (1990) (requiring an "antitrust injury" flowing from "anti-competitive . . . practice[s]" to prevail on a claim under Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1); *Chicago Studio Rental, Inc. v. Illinois Dep't of Com.*, 940 F.3d 971, 978 (7th Cir. 2019) (requiring "antitrust injury" for claims under Section 2 of the Sherman Antitrust Act, 15 U.S.C. § 2).

What, then, counts as "anticompetitive"? The question, however fundamental, has no definite answer. *Viamedia, Inc. v. Comcast Corp.*, 951 F.3d 429, 452–53 (7th Cir. 2020). (It is not this Court's job to opine why not.) But even without a coherent picture of what antitrust law actually prohibits, the recent caselaw is sufficiently clear: there is no duty to deal with competitors, so it is not "anticompetitive" to refuse to deal with them. *Trinko*, 540 U.S. at 408.

The only exception, from *Aspen Skiing Co. v. Aspen Highlands Skiing Corp.*, 472 U.S. 585 (1985), applies if a monopolist discontinues a profitable cooperative course of dealing with no business justification and refuses even to sell an ordinary retail product at retail price. *Trinko*, 540 U.S. at 409–10. *See also Olympia Equip. Leasing*

Co. v. W. Union Tel. Co., 797 F.2d 370, 379 (7th Cir. 1986) (Posner, J.) ("If [*Aspen Skiing*] stands for any principle that goes beyond its unusual facts, it is that a monopolist may be guilty of monopolization if it refuses to cooperate with a competitor in circumstances where some cooperation is indispensable to effective competition."); *Viamedia, Inc. v. Comcast Corp.*, 951 F.3d 429, 459 (7th Cir. 2020) (identifying "refus[al] to sell service/product at retail price" as factor in applying *Aspen Skiing* exception). That "limited exception," *Trinko*, 540 U.S. at 410, does not apply to any of the conduct at issue here. IU Health's decision to revoke Dr. Vasquez's admitting privileges, whether or not just, was an individual decision; admitting privileges are not a retail product. Nor are patient referrals. And, as to patient referrals, the course of dealing established when Dr. Vasquez treated patients at Bloomington Hospital says nothing about the profitability of sending referrals to him treating elsewhere. Finally, IU Health buys, not sells, vascular lab readings.

If there is no duty to deal, and refusing to deal is therefore not "anticompetitive," then Dr. Vasquez's case falls apart. He cannot demonstrate a violation of the antitrust laws in the first place, and cannot demonstrate a subsequent "antitrust injury" either. That conclusion holds even if IU Health has, as Dr. Vasquez alleges, wrongfully monopolized the primary care market upstream of Dr. Vasquez's practice: "the plaintiffs [here] alleged that the defendants (upstream monopolists) abused their power in the wholesale market to prevent rival firms from competing effectively in the retail market. *Trinko* holds that such claims are not cognizable under the

Sherman Act in the absence of an antitrust duty to deal." *Pac. Bell Tel. Co. v. linkLine Commc'ns, Inc.*, 555 U.S. 438, 450 (2009).

So much for antitrust effects on Dr. Vasquez as a competitor. He also cannot vindicate any consumer harm if IU Health were shown to have behaved "anticompetitively." *Atl. Richfield Co. v. USA Petroleum Co.*, 495 U.S. 328, 337 (1990) (citing *Matsushita Electric Industrial Corp. v. Zenith Radio Corp.*, 475 U.S. 574, 584, n.8 (1986)). If IU Health raises its prices, more business to Dr. Vasquez; if it lowers quality, the same. Dr. Vasquez stands to benefit from any attempt by IU Health to reap monopoly profits—he can cut in and win the business for himself—that is how competition works. *Id.*

The Court does not need separately to consider Dr. Vasquez's allegations about IU Health's monopolization of the primary care market because as a vascular surgeon he is neither a competitor nor a consumer in that market. *Viamedia*, 951 F.3d at 482 (antitrust standing afforded to consumers and competitors). Nothing IU Health does in the primary care market (other than allegedly refusing to refer Dr. Vasquez patients, as discussed above) is best redressed by Dr. Vasquez—it is for anticompetitively-excluded primary care doctors or anticompetitively-overcharged primary care buyers to vindicate their rights. *Kochert v. Greater Lafayette Health Servs., Inc.*, 463 F.3d 710, 718 (7th Cir. 2006); *McGarry & McGarry, LLC v. Bankr. Mgmt. Sols., Inc.*, 937 F.3d 1056, 1065 (7th Cir. 2019).

Finally, Dr. Vasquez suggests that IU Health behaved "anticompetitively" by reporting him to the licensing board and the attorney general. But petitioning the

government is immunized from antitrust liability under the *Noerr–Pennington* doctrine. *Mercatus Grp., LLC v. Lake Forest Hosp.*, 641 F.3d 834, 842 (7th Cir. 2011). There is a "sham exception" for abusive lawsuits, which are not at issue here, and also for fraudulent misrepresentations that affect the outcome of government proceedings. *Id.* at 843. Even if IU Health's report were intentionally false, as Dr. Vasquez alleges, he says the state took no action against him. (Amd. Compl. ¶ 7, ECF No. 193.) That means any misrepresentation by IU Health did not "actually alter[] the outcome of the proceeding," *Mercatus*, 641 F.3d at 843, so the "sham exception does not apply, and no antitrust liability can attach to any alleged misrepresentations by IU Health, *id.* at 841 (noting *Noer-Pennington* extends "absolute immunity under the antitrust laws").

Because none of Dr. Vasquez's allegations amount anticompetitive conduct, summary judgment is proper as a matter of law on his antitrust claims, both federal and state, without regard to disputed underlying facts.

B. Defamation

Dr. Vasquez alleges Dr. Handel defamed him by saying in two June 2018 meetings that Dr. Vasquez was the subject of more malpractice complaints than any other vascular surgeon in the area. (Amd. Compl. ¶¶ 76, 77, ECF No. 193.)

That claim is time-barred. Indiana's statute of limitations for defamation is two years, Ind. Code 34-11-2-4, and it begins to run as soon as the cause of action accrues, *Burks v. Rushmore*, 534 N.E.2d 1101, 1104 (Ind. 1989) ("[T]he statute of limitations begins to run upon ascertainability of actionable damage[.]"). Damages are presumed

for *per se* defamatory statements, *Dugan v. Mittal Steel USA Inc.*, 929 N.E.2d 184, 186 (Ind. 2010), and Dr. Vasquez argues that the statements at issue were defamatory *per se*, (Pl.'s Resp. 40, ECF No. 147), so Dr. Vasquez's cause of action accrued as soon as he heard the defamatory statement had been made. He did not need to wait for further consequences—even if, as he alleges, the defamatory statement was one step in a long game to drive him out. Dr. Vasquez testifies he learned of the alleged defamation "over the course of the next few weeks" after the meetings in June 2018. (Dr. Vasquez Deposition 54–55, ECF No. 117-24.) That means the statute of limitations ran out sometime in the middle of 2020, well before this suit was filed in June 2021.

Summary judgment is thus proper on the defamation claim.

C. Contract

Dr. Vasquez originally claimed IU Health breached the contract embodied in its "Medical Staff Bylaws" by assigning a competing physician to his privileges review committee. (Pl.'s Statement of Claims 4, ECF No. 110.) On summary judgment he changes his claim, and argues that IU Health breached the Bylaws by revoking his privileges without a hearing, even though he requested one. (Pl.'s Resp. 39, ECF No. 147.)

Neither claim fits the facts. (The Court assumes for argument's sake that the Bylaws are a contract between Dr. Vasquez and IU Health. A contract is applied according to its terms. *Hartman v. BigInch Fabricators & Constr. Holding Co., Inc.*, 161 N.E.3d 1218, 1220 (Ind. 2021).)

First, Dr. Vasquez alleges that the competing physician was assigned to the "ad hoc committee." (Amd. Compl. ¶ 85, ECF No. 193.) But the Bylaws do not require that members of an ad hoc investigative committee be disinterested. (Bylaws II.2.1–2, ECF No. 117-4 at 38 (describing formation of ad hoc committee); *id.* IV.2.2.1 (presiding officer "may . . . remove" committee members with conflicts of interest).) So even if Dr. Vasquez's allegation is true there is no breach. (The later "hearing panel" may not include anyone "in direct economic competition with the affected practitioner," (II.5.1.b)—but no one who serves on the ad hoc committee may serve on the hearing panel, (II.5.1.a).)

Second, Dr. Vasquez (belatedly) claims his privileges were "revoked" before the end of the hearing and appeal process. (Pl.'s Resp. 39, ECF No. 147.) But the Bylaws distinguish between "recommendations" given by the investigative committee, (II.2.2), the Medical Executive Committee, (II.2.3), the hearing panel, (II.4.3, II.6.16), and the review panel, (II.7.4.c), and a "final decision" that comes only from the hospital board after all the preceding steps are over, (II.7.5). The Bylaws give the Medical Executive Committee (MEC) "authority and discretion to take whatever action may be warranted by the circumstances, including suspension . . . or other action" while the investigation is pending. (II.2.2.) That means Dr. Vasquez's privileges were not finally "revoked" until the board acted, after the hearing and appeal; the letter Dr. Vasquez cites as showing "revocation" of his privileges is consistent with the MEC exercising its authority to suspend privileges during the administrative process. (Letter 14, ECF No. 117-4.) Even if, as Dr. Vasquez might

argue, an indefinite "suspension" is no different than a "revocation," the Bylaws allow it, so, again, there is no breach even if Dr. Vasquez's theory is true.

Thus, IU Health is entitled to summary judgment on the contract claims.

D. Amending

Dr. Vasquez wants another chance to amend his complaint. (Motion for Leave to File Second Amended Complaint, ECF No. 254.) The new claim he would add is that IU Health violated the antitrust laws by including non-compete agreements in its employment contracts with primary care doctors (and by refusing to allow its employees to refer patients to non-IU doctors—though that theory is not new); to advance this theory he would add new parties on both sides. (Proposed Second Amd. Compl. 61–66, ECF No. 257.)

The Court has its doubts about the new approach.

For one thing, *Copperweld Corp. v. Indep. Tube Corp.*, 467 U.S. 752, 769 (1984), holds that employers cannot conspire with their employees for antitrust purposes. And though Dr. Vasquez points to a Ninth Circuit exception for cases when employers and employees do not share the same motives, (Pl.'s Br. Supp. M. Amend 34, ECF No. 256), it seems that such an exception would swallow the rule: employers and employees generally do not have quite the same motives—after all, the fact of their voluntary agreement shows that at the margin of dealing the employer values labor more than money and the employee money more than labor.

For another, the Court thinks the "anticompetitive" analysis would not come out any better under the new theory: IU Health has no duty to help Dr. Vasquez get

patients, even if it controls the "upstream" primary care market, *Pac. Bell Tel. Co.*, 555 U.S. at 450, and Dr. Vasquez as a competing specialist is still not in a position to vindicate harms to patient care or harms to primary care competitors, *Atl. Richfield*, 495 U.S. at 337. (More fundamentally, IU Health is a competitor in a healthcare marketplace the rules of which it cannot set, except perhaps by lobbying; that means its business actions, no matter how effective against competitors, have no effect on "competition"—understood to mean "the basic conditions of the market" rather "the number and specific identity of competitors". So, at least on the classical economic view, which antitrust law only imperfectly reflects, *see* George J. Stigler, "The Economists and the Problem of Monopoly," University of Chicago Law Occasional Paper, No. 19 (1983) (offering one history of antitrust reception), IU Health can act "competitively," but never "pro-" or "anti-competitively"; in practical terms, the conditions for its local dominance are set by legal and regulatory policy choices made by the government.)

But that discussion is immaterial, because it is far too late for Dr. Vasquez to have a third go. Dr. Vasquez's second motion to amend came over a year after the extended deadline to amend the pleadings, (Order Amending Case Mgmt. Plan, ECF No. 69 (setting March 31, 2023 deadline); Pl.'s Second M. to Amend, ECF No. 254 (filed April 9, 2024)); Dr. Vasquez was already once indulged with belated leave to amend, (Order, ECF No. 192); and nothing about his new claim had to wait till now to be discovered or advanced, (Pl.'s Br. Supp. M. Amend 18, ECF No. 256 (asserting as much)). *Allen v. Brown Advisory, LLC*, 41 F.4th 843, 854 (7th Cir. 2022) (giving

factors for court's "good cause" determination). Changing attorneys is no excuse. *Cf. Bakery Mach. & Fabrication, Inc. v. Traditional Baking, Inc.*, 570 F.3d 845, 848 (7th Cir. 2009) (clients held responsible for their attorneys' litigation decisions). The Court finds no "good cause" to amend after the deadline. Fed. R. Civ. P. 16(b)(4). That is dispositive. The Court would also, if necessary, find justice does not "require" allowing amendment here, Fed. R. Civ. P. 15(a)(2), because of Dr. Vasquez's undue delay in recognizing and asserting a claim long available to him, prejudice to IU Health in retreading discovery and summary judgment, and probable futility given the Court's brief analysis just above. *Allen*, 41 F.4th at 853 (explaining two-stage Rule 16 and Rule 15 analysis and giving "futility, undue delay, [and] prejudice" as the factors to consider).

IV. Conclusion

The breakup of a cozy relationship between Dr. Vasquez and IU Health is no grounds for antitrust liability; the defamation claim is time-barred; and the breach of contract claim describes conduct that is not in fact a breach.

IU Health's Motion for Summary Judgment, (ECF No. 115), and Supplemental Motion for Summary Judgment, (ECF No. 196), are **granted** on all claims.

It is too late for Dr. Vasquez to recast his case; his Motion for Leave to File a Second Amended Complaint, (ECF No. 254), is **denied.**

Final judgment shall issue separately.

SO ORDERED.

Date: 07/22/2024

JAMES R. SWEENEY II, JUDGE
United States District Court
Southern District of Indiana

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