

IN THE HAMILTON CIRCUIT/SUPERIOR COURTS
STATE OF INDIANA

STATE OF INDIANA
V.
JAMES DAVID MASUR II

CASE NUMBER: 2025-17107

AFFIDAVIT FOR PROBABLE CAUSE

Comes now Randy Dings, who hereby swears upon an oath, deposes and says:

1. I am a Law Enforcement Officer with the Hamilton County Sheriff's Office.
2. I am filing this affidavit for probable cause in support of the charges of Theft (IC 35-43-4-2), against James David Masur II, a white/male, DOB: 01-11-1959, height 5'10", weight 180, with GRY hair and HAZ eyes.
3. On or about 5-28-2025, Rahvy Murray who is the uncle of a passenger who was killed in a traffic crash, reached out to Prosecutor's Office regarding some property that he believed was improperly taken from by the accused.
4. On 6-02-2025, I contacted Rahvy by phone and discussed the situation. Rahvy went on to tell me that a week or so following the crash the accused, attorney James Masur, contacted him and told him that on 3-08-2025 he had attempted to but was unsuccessful in entering the tow yard to access the vehicle involved in the crash by going under the fence surrounding the lot. Masur had been retained by the passenger's mother. On 3-10-2025, Rahvy stated that the accused called him wanting him to go with him to the tow yard to obtain the vehicles "black box." Rahvy stated he at first refused to go and questioned the accused of legality of doing so. Rahvy stated that the accused assured him that it was ok to do so and because the accused was an attorney Rahvy trusted his legal opinion on the matter and went with him to the tow lot. Later that afternoon Rahvy and the accused arrived at the tow lot where the accused provided identification to the tow company and eventually enlisted one of the employees there to help them remove what Rahvy and the accused believed was the vehicle's "black box" and a few other parts and items from inside the vehicle.
5. On 6-02-2025, I contacted Miller's Towing, and they were able to confirm that the accused and Rahvy both came to the tow lot on 3-10-2025. Miller's also provided me with records logging any changes with the vehicle status including if anyone called to

inquire about the vehicle, if anyone comes to look at the vehicle, or the status of the vehicle changes in anyway. That log shows at 4:48pm 3-07-2025 a logged entry was made stating, "JD Masur called stating he is attorney retained by the mother of deceased driver and asking if the vehicle was still on lot and if the black box had been removed." Another log entry made at 11:20am on 3-10-2025 states, "JD Masur called stating he wanted to come take pictures, told him to bring drivers license and proper paperwork showing who he is representing." And at 4:05pm on 3-10-2025 a log entry was made stating, "James Masur here viewing and taking pictures of vehicle along with deceased uncle, Rahvy Murray, due to mother not wanting to view vehicle currently." An employee of Miller's advised me that he removed the roof mounted antenna along with the devices attached to it at the direction of the accused and handed the items directly to the accused after their removal.

6. During the course of my investigation it was determined that the accused was in possession of the owner's manual, the vehicle's TCB2, a battery for he TCB2, a roof mounted antenna, and bag mask valve that came off or out of the 2016 BMW, belonging to Jeffery Williams that was being stored at Miller's Towing after being involved in a fatal traffic crash on 3-01-2025.
7. The accused knew that they were possessing the property because the accused gave the property to the deceased passenger's mother, Kelly Harris, on 5-20-2025 during a meeting at his law office. Kelly Harris signed a receipt drafted by the Accused where she certified that she received three items from Williams' BMW that were all "retrieved by Rahvy Murray."
8. I spoke Jim Voyles who is the attorney representing the Williams. Jim advised me that neither he nor the Williams gave anyone permission to access or remove anything from the BMW other than a private investigator that works for Jim Voyles who is the rightful owner of the property identified above. The owner demanded the return of the property.
9. The insurance adjuster from Liberty Mutual/Safeco Insurance advised me that they did not authorize any parties to act on their behalf to remove any items from the vehicle and that the titled owner was still Jeffrey Williams on 3-10-2025.
10. An investigation revealed that this property had been stolen from its rightful owner, Jeffery Williams. The report of theft was made to the Hamilton County Sheriff's Office under case number 2025-17107.

11. The following indicated to me that the unauthorized possession was with the intent to deprive the owner of any part of its value or use: The accused did not contact the owner for consent prior to directing the tow company employee to assist him with the forceful removal of the property from the BMW. Nor did the accused ever notify the owner of the property or law enforcement after taking possession of the property.
12. The accused was contacted for statement on June 9, 2025 regarding the items he told me did not believe that he could provide any statement due to potential attorney/client privileges. I asked him if he would contact his client to see if he could get permission to talk to me and that if I did not hear back from him that I would assume the client did not consent and that he would not be speaking with me any further.
13. On June 10, 2025, I received an email from Rahvy Murray that also contained an email that appeared to be forwarded from the Accused. In the email from the Accused, the Accused stated that I asked him to get a waiver from his "client" to talk to permit him to talk to me about attorney-client communications. He advised Murray that it would be unwise because he might have to reveal unflattering communications that might reflect poorly on the deceased and that it might make him a suspect and that he would not talk to me until Murray provided him with a waiver. In Murray's email to me he indicated that he was confused why he needed to grant the Accused permission to speak with me because it was his understanding that the Accused was representing Kelly Harris and not him but that he would grant him a full waiver so speak with me.
14. On June 11, 2025, Rahvy Murray supplied me with an email he sent to the Accused. In the email Rahvy stated, "Please be advised, that I am granting a full and unconditional waiver, for you to speak with law enforcement. Still perplexed as to why I must grant this, but nonetheless, accept this communication as my full cooperation into the matter being investigated."
15. After the email from Rahvy on June 11, 2025, the Accused called me and told me he had received a waiver from Rahvy Murray. He stated that he has done at least one case with a vehicle's "black box." He stated that Jim Voyles had told him that the Sheriff's Office had informed him that the black box of the BMW was unusable. The Accused then stated he did a google search on where the "black box" would be on the BMW and from that search he thought it would be located under the "fin" antenna on top of it and that he wanted to be sure, so he went to the "junkyard" to look for himself. The Accused stated he first went by himself to look at the car on Saturday

the 8th but that he could not access it because the business was closed and then went back with Rahvy Murray on the 10th. While there the accused stated “they enlisted a guy from the “junk yard” to assist with the removal of the device under that he believed was the “black box.” had been in contact with the insurance company and Jim Voyles, but when I asked him specifically whose idea it was to take what he believed to be the “black box” from the car, he stated, I thought it would be a good idea to preserve it, yeah, sure.” When I asked him multiple times who directed the tow yard employee to remove the device from the BMW, he would not give me a straight answer as to whether it was, he or Rahvy Murray that did so. When I asked him where the items were kept until he gave them to Kelly Harris on May 20th, he stated that they were kept by him at his office. When I asked who gave him permission to take the items off the car and if he had gotten permission from the owner or insurance company, he said he thought it was the “junkyard” guy. At the end of the conversation, he stated that he “confirmed” with me that Mr. Murray’s actions at the junkyard had been “cleared” when the Accused and I spoke on June 9, 2025. I made no such representation in either of my conversations with the Accused or Rahvy Murray.

16. At approximately 4:44 p.m. June 11, 2025, the Accused emailed Sheriff Legal Counsel, Amy Summerfield. The Accused referred to Rahvy Murray twice in the email as his client without the quotation marks, he had used in his email with Murray. He insisted that he was attempting to preserve evidence as the Sheriff’s Office had not yet responded to his email requesting, they preserve the evidence. He stated he believed that the “junkyard” employee had authority as the Accused believed the car had been abandoned.

17. I believe the offense to be at least a Level 6 felony because:

- a. The value of the property is at least \$750 and less than \$50,000. Specifically, the property’s value is estimated by BMW to be \$1753.24, which is based upon the cost to replace the parts if purchased from BMW.

All of the above events occurred in Hamilton County, Indiana, except where specifically noted.

I swear under the penalties of perjury as specified by IC 35-44.1-2-1, that the foregoing representations are true.

Date: Friday, June 13, 2025

/s/ Randy Dings

ver.03.27.2025(2)

Randy Dings
Hamilton County Sheriff's Office