

IN THE IOWA DISTRICT COURT FOR SCOTT COUNTY

STATE OF IOWA ex rel.
THOMAS J. MILLER,
ATTORNEY GENERAL OF IOWA

Plaintiff,

v.

MISTY BARNES (Formerly known as Misty
Stein, Misty Tunnell and Misty Delgado);
PAUL MICHAEL BARNES,
PM SPECIALTIES,
MILESTONE CONSULTING, AND
JOHN DOE BUSINESS ENTITIES 1-5,

Defendants.

EQUITY _____

**PETITION AND APPLICATION FOR
TEMPORARY AND PERMANENT
INJUNCTION, AND REQUEST FOR
HEARING**

COMES NOW the State of Iowa ex rel. Attorney General of Iowa, Thomas J. Miller, by Assistant Attorneys General Mariclare Thinner Culver and William R. Pearson, pursuant to the provisions of Iowa Code § 714.16 (commonly referred to as the Iowa Consumer Fraud Act), and for its claims against Defendants states as follows:

PARTIES

1. Iowa Attorney General Thomas J. Miller is authorized to bring this action on behalf of the State of Iowa by § 714.16 (7) of the Iowa Consumer Fraud Act.

2. Defendant Misty Barnes, formerly known as Misty Stein, Misty Tunnell, and Misty Delgado, at all times material hereto is or was a citizen of the State of Iowa, residing in Davenport and Bettendorf, Scott County Iowa. Misty Barnes created, owns and operates one or more business entities, including but not limited to PM Specialties and Milestone Consulting, with her husband Defendant Paul Barnes. Misty Barnes' criminal history includes charges for theft and passing bad checks, among others.

3. Defendant Paul Michael Barnes at all times material hereto is or was a citizen of the State of Iowa, residing in Davenport and Bettendorf, Scott County Iowa. Paul Michael Barnes created, owns and operates one or more business entities, including but not limited to PM Specialties and Milestone Consulting with his wife Misty Barnes.

4. Defendant PM Specialties was created by Paul and Misty Barnes and used by them to engage in telemarketing. PM Specialties does not appear to have any corporate form and has not been legally registered to do business in the state of Iowa. PM Specialties at all times material hereto was engaged nationwide in the sale of advertising on alleged digital platforms and paper promotional products, “marketing boosting online,” “online boosting marketing and advertising” “digital marketing and consulting services,” “digital marketing search engines,” “digital boosting on all search engines all over,” “consulting services of marketing,” “marketing boosting online on all search engines and social media sites” and similar services and goods. PM Specialties at all times material hereto was engaged nationwide in telemarketing and has been used by Paul and Misty Banes to perpetrate the nationwide frauds as described in this Petition.

5. Defendant Milestone Consulting was created by Paul and Misty Barnes and used by them to engage in telemarketing. Milestone Consulting does not appear to have any corporate form and is not legally registered to do business in the State of Iowa. Upon information and belief, the Barnes Defendants adopted and began using the business name “Milestone Consulting” in an effort to avoid detection by the State of Iowa during the course of its investigation into the business practices of the other Defendants. Milestone Consulting at all times material hereto was engaged nationwide in telemarketing and has been used by Paul and Misty Banes to perpetrate the nationwide frauds as described in this Petition.

6. Defendants Paul and Misty Barnes have held themselves out to be the owners of

PM Specialties and Milestone Consulting.

7. John Doe Business Entities 1-5 are any other businesses or business names used by Paul and/or Misty Barnes to engage in telemarketing fraud or other violations of the Iowa Consumer Fraud Act.

JURISDICTION AND VENUE

8. Venue is appropriate in Scott County, Iowa pursuant to Iowa Code § 714.16(10) (2019) because it is the county where the Defendants resided during a substantial portion of the of the acts giving rise to this Petition, is the county where the Defendants' principal place of business was located, and is the county where a substantial portion of the transactions giving rise to this Petition occurred. Jurisdiction is proper under Iowa Code § 714.16 (7) (2019).

APPLICABLE LEGAL PROVISIONS

9. The Iowa Consumer Fraud Act, § 714.16 (2)(a) (2017) defines **UNLAWFUL PRACTICES** as follows:

The act, use or employment by a person of an unfair practice, deception, fraud, false pretense, false promise, or misrepresentation, or the concealment, suppression, or omission of a material fact with intent that others rely upon the concealment, suppression, or omission, in connection with the lease, sale, or advertisement of any merchandise or the solicitation of contributions for charitable purposes, whether or not a person has in fact been misled, deceived, or damaged, **is an unlawful practice.**

It is **deceptive advertising** within the meaning of this section for a person to represent in connection with the lease, sale, or advertisement of any merchandise that the advertised merchandise has certain performance characteristics, accessories, uses, or benefits or that certain services are performed on behalf of clients or customers of that person if, at the time of the representation, no reasonable basis for the claim existed. The burden is on the person making the representation to demonstrate that a reasonable basis for the claim existed.

10. Iowa Code § 714.16(1) provides the following definitions:

(f) **“Deception”** means an act or practice which has the tendency or capacity to mislead a substantial number of Consumers as to a material fact or facts.

(n) “**Unfair practice**” means an act or practice which causes substantial, unavoidable injury to Consumers that is not outweighed by any Consumer or competitive benefits which the practice produces.

11. Iowa Code § 714.16(7) provides, in pertinent part:

Except in an action for concealment, suppression, or omission of a material fact with intent that others rely upon it, **it is not necessary in an action for reimbursement or an injunction, to allege or prove reliance, damages, intent to deceive, or that the person who engaged in an unlawful act had knowledge of the falsity of the claim** or ignorance of the truth.

(emphasis added).

12. In describing remedies, section 714.16(7) the Iowa Consumer Fraud Act provides, in pertinent part:

In addition to the remedies otherwise provided for in this subsection, the attorney general may request and the court may impose a civil penalty not to exceed forty thousand dollars per violation against a person found by the court to have engaged in a method, act, or practice declared unlawful under this section; provided, however, a course of conduct shall not be considered to be separate and different violations merely because the conduct is repeated to more than one person. In addition, on the motion of the attorney general or its own motion, the court may impose a civil penalty of not more than five thousand dollars for each day of intentional violation of a . . . permanent injunction issued under authority of this section.

13. Regarding an award of attorney fees and costs, Iowa Code § 714.16(11) provides:

In an action brought under this section, the attorney general is entitled to recover costs of the court action and any investigation which may have been conducted, including reasonable attorneys’ fees, for the use of this state.

**FACTUAL ALLEGATIONS: DEFENDANTS’ UNLAWFUL ACTS,
PRACTICES AND DECEPTIVE ADVERTISING**

14. Defendants Paul and Misty Barnes have a history of disreputable and unlawful telemarketing practices. Off and on for several years, they have been employed by a telemarketing business called Universal AdCom (“UAC”), based out of Arlington, Texas which has a Davenport,

Iowa call center. UAC does business under many fictitious names such as Premier Maps, Totes to Go, Premier Impressions, Fanfare Sports and Pizza Solutions. All of the companies appear to sell advertising on paper and canvas promotional items such as bags, boxes, maps, magnets, etc., and due to their business practices and customer complaints, enjoy an “F” business rating from the Better Business Bureau. Misty and/or Paul Barnes worked there as recently as the spring of 2019 and had access to UAC customer lists and/or customer contact information.

15. Defendants Paul and Misty Barnes have also been employed by/worked for Alphonso W. Barnum and one or more of his fraudulent telemarketing businesses and engaged in fraudulent telemarketing there. Barnum and his businesses are the Defendants in a State of Iowa’s Consumer Fraud action in Polk County District Court, in which the District Court recently entered judgment against the Defendants, including \$2,581,055.00 in restitution, penalties, disgorgement, and a permanent injunction against Barnum and his businesses for engaging in fraud, among other unlawful acts. *See*, Polk County Equity No. EQCE 083843, titled State Of Iowa Ex Rel. Thomas J. Miller, Attorney General Of Iowa Plaintiff, V. Alphonso Wade Barnum; Alphonso Wade Barnum d/b/a Xpreshion Multimedia and d/b/a Xpreshion Multimedia LLC; Lafayia Kay Barnum; Willie C. Nance; Kelsey J. Patterson A/K/A Kelsey J. Sagers; Greater Solutions Limited Liability Company; Top Faith Solutions LLC; Top Faith Solutions LLC d/b/a TFS LLC; City Wide Promotions LLC; City Wide Promotions LLC d/b/a CW Promotions LLC; New Start Media LLC; New Start Media LLC d/b/a/ Alumni Sports LLC and d/b/a New Start Marketing, Defendants (hereafter, the “Barnum Case”).

16. Paul and Misty Barnes are specifically mentioned by name in the Barnum Case, in the Polk County District Court’s July 26th Order entering Temporary Injunction, in the Court’s February 11, 2020 Order granting Summary Judgment and entering a Permanent Injunction, and

in the Petition.

17. Beginning sometime in 2018, while still working for UAC and Barnum, Defendants Paul and Misty Barnes began doing business as PM Specialties, and, pretending to be a legitimate company, began soliciting business from current and former customers of UAC and Barnum, among others.

18. Paul and Misty Barnes, acting through the various businesses they own and operate, and while using deception, unlawful practices, and deceptive advertising, have perpetrated nationwide frauds by which they use interstate communication lines such as telephones, cell phones, emails and texts, and purport to sell internet-related services and advertising space to small business owners (hereafter referred to as “**Consumers**”), which goods and services Defendants never deliver. Defendants use fraud, deceit, and misrepresentations to obtain business and payments from Consumers and to get those Consumers to pay Defendants additional moneys for goods and services which Defendants do not deliver.

19. Defendants’ unlawful acts in violation of the Iowa Consumer Fraud Act include, but are not limited to:

- a. Falsely representing to Consumers that Defendants are selling advertising space in community or county publications in the Consumer’s local area;
- b. Falsely representing to Consumers that Defendants are employed by, associated or contracted with a local government agency, county, office or business association such as the chamber of commerce;
- c. Selling Consumers advertising space on fictitious digital and paper products, publications or sites, and never creating, placing or distributing the advertisement;
- d. Selling nationwide products and/or services called “marketing boosting online,”

“online boosting marketing and advertising” “digital marketing and consulting services,” “digital marketing search engines,” “digital boosting on all search engines all over,” “marketing boosting online on all search engines and social media sites” and similar names. ¹ While Defendants sold their “digital boosting services” (i.e. SEO) to Consumers across the country, Defendants:

- i. Did not request or obtain administrative access to the Consumers’ business websites they were going to “boost” in order to make content changes to such websites;
- ii. Did not discuss with the Consumers any content changes to those Consumers’ websites;
- iii. Did not make any substantive content changes to Consumers’ websites;
- iv. Did not deliver the services that the Consumers purchased;
- e. Using a system of fictitious invoices to make Consumers think they had previously agreed to purchase a good or service from Defendants when they hadn’t, including back dating fictitious invoices to support Defendants’ claim that the invoice was past due;
- f. Falsely telling Consumers that PM Specialties was sending the Consumer a check for a refund from PM Specialties when it had not;
- g. Falsely telling Consumers that PM Specialties has an A plus business rating when it did and does not;

¹ What Defendants claimed to be selling is actually called “search engine optimization” or SEO, which in lay terms means utilizing a series of methods to increase the quantity and quality of website traffic to a business’ website. SEO requires making certain substantive changes to a business’ website content that makes the site more attractive to a search engine, and therefore more likely to be listed in a search result. This is done in part by administratively adding to the website substantive relevant content such as keywords and phrases used by people who search for that business’ products or services, and by having a good website that another web pages link to it. The goal of SEO is that an internet search result lists the business’ website at or near the top of the first search result page.

- h. Using the “past-due bill scam” by calling Consumers on the telephone and falsely telling Consumers that they had previously agreed to purchase digital boosting services or other goods or services for which payment was past due and must be paid immediately;
- i. Demanding payment from Consumers for alleged past due invoices that Defendants never sent to Consumers in the first instance because Defendants had not sold, and Consumer had not agreed to buy the goods or services identified on the invoice;
- j. Telling Consumers to use their cellphones to text a photo of the Consumer’s check made payable to Defendants, which allows Defendants to make an immediate mobile phone check deposit using a mobile phone checking app. Defendants then told Consumers that the (first) check the Consumer texted to Defendants “did not go through,” “won’t read” or some similar deceit. Defendants then instruct Consumers to write and send a text photo of another check to Defendants, thereby allowing Defendants to be paid twice before the Consumers discover that the first check was in fact deposited by Defendants using their mobile check deposit payment system;
- k. Selling Consumer fictitious “digital advertising” and advertising on paper items, and then failing to respond to Consumers who asked to see the ad that had allegedly been created;
- l. Selling an elderly Consumer search engine optimization or “digital boosting” for a business that didn’t even have an internet website;
- m. Falsely telling Consumers to whom they had sold their fictitious “internet boosting” that the Consumers’ business was now receiving hundreds of thousands of visits

- (“hits”) to their business website;
- n. Falsely telling Consumers that they are being “boosted” on over 100 search engines in the Consumer’s county;
 - o. Falsely telling Consumers to whom they sold their fictitious “internet boosting” that the Consumer’s website was now receiving 75,000 visits or hits;
 - p. Providing “reports” of increased internet traffic to a Consumer’s website as proof of Defendants’ “boosting” services provided, when the “reports” provided by Defendants were cut and pasted from a different internet website that had nothing to do with the Consumer’s business, website or visits to it;
 - q. Falsely telling Consumers that the Consumer’s original payment by credit card was denied, when it was not, then securing an additional duplicative payment from the Consumer by check;
 - r. Obtaining Consumer’s credit card numbers and information for a payment authorized by the Consumer, then using the information to run unauthorized charges on that credit card;
 - s. Telling Consumers that they are fully paid up and have a zero balance, then falsely telling the Consumers a month or two later that more money is owed;
 - t. Falsely representing to Consumers that PM Specialties was a much larger, multi-department company;
 - u. Falsely telling Consumers that they had not paid past invoices, in an effort to obtain more money from the Consumer;
 - v. Calling Consumers for the first time and falsely telling them that their “recent payment” would not process and that the Consumer needed to make a payment

again;

- w. Falsely telling Consumers that PM Specialties is not a scam company;
- x. Creating Milestone Consulting to avoid detection by the State of Iowa while it was investigating Paul and Misty Barnes and PM Specialties for suspected consumer fraud, and using it to make making unauthorized credit card charges on Consumer's accounts;
- y. Falsely telling Consumers that Milestone Consulting would issue the Consumer a refund;
- z. Falsely telling Consumers that Milestone Consulting was really a fictitious name being used by UAC after Milestone Consulting made unauthorized credit card charges on Consumers' accounts;
- aa. Falsely telling Consumers that if they didn't pay PM Specialties' invoice, the Consumers' computers would be shut down;
- bb. Falsely telling Consumers that PM Specialties would issue the Consumer a W-9 for the sale and that the cost could be "written off" by the Consumer for tax purposes.

20. When contacting UAC's former and current customers and using unlawful practices in violation of the Iowa Consumer Fraud Act, Paul and Misty Barnes' "bait" was to tell Consumers that UAC was a scam or not a legitimate business and that Defendants could get the Consumers' money back from UAC for them. Defendants used the following unlawful acts and practices in relation to their "scam refund scam" with former UAC customers:

- a. Falsely telling Consumers that Misty Barnes is working with attorneys and investigators in the Iowa Attorney General's office against other scam companies;
- b. Falsely telling Consumers that Defendants put a "Cease and Desist" on UAC to

- stop them from calling a particular Consumer;
- c. Falsely telling Consumers that Defendants were filing a lawsuit against UAC and had attorneys working with them;
 - d. Falsely telling Consumers that attorneys working with Defendants would contact the Consumer about getting a refund;
 - e. Falsely telling Consumers that Defendants were working with an Attorney General to get a refund for a Consumer, which was a “headache;”
 - f. Falsely telling Consumers that Defendants had added the Consumer’s name to a lawsuit against UAC;
 - g. Falsely telling Consumers that Defendants were adding Consumers to a class action lawsuit against UAC;
 - h. Falsely telling Consumers that Defendants were “hiring an outside attorney” for the claims against UAC;
 - i. Falsely telling Consumers that a conference call would be set up with all the Consumers who had claims against UAC and then there would be a lawsuit against UAC;
 - j. Falsely telling Consumers that if the Iowa Attorney General’s office called it was because Misty Barnes gave the Attorney General a list of Defendants’ clients who got “ripped off” by UAC, as opposed to her telling the Consumer that Defendants were under investigation for Consumer fraud by the Iowa Attorney General’s office, which is the real reason the Iowa Attorney General’s office might call the Consumers;
 - k. Falsely telling Consumers that Defendants called the Attorney General and the

Attorney General would try to get the Consumer a refund from UAC;

- l. Falsely telling Consumers that the civil lawsuit against UAC is at “no charge” to the Consumer;
- m. Falsely telling Consumers that an attorney was advising Defendants;
- n. Falsely telling Consumers that Defendants obtained a refund for the Consumer from UAC, but the refund could only be paid to the Consumer by credit to the same credit card the Consumer had originally used to pay UAC. Defendants then obtain the Consumer’s credit card account information and run unauthorized charges on the Consumer’s credit card payable to Defendants;
- o. Employing an “advance fee” scam, Defendants falsely tell Consumers that Defendants have a (fictitious) insurance company that can pay the Consumer up to \$10,000 a month *in the future*, until Defendants take UAC to court, if the Consumer will pay several thousand dollars *now* to Defendants;
- p. Falsely telling Consumers that in addition to getting them a refund from UAC, Defendants are “putting them in for” a claim for pain and suffering and emotional distress against UAC.

21. At all times material hereto Defendants Paul and Misty Barnes and PM Specialties have maintained a website for PM Specialties on the internet. Much of the content of the website is stolen from other business’ websites. The PM Specialties’ website contains deception, false pretenses, false promises, and misrepresentations, including but not limited to the following statements:

- a. “Our service includes a comprehensive consult to help identify gaps and opportunities, and results in a comprehensive report that includes a project plan with timelines a cost analysis. Our individualized plans are made up of quality services that will help you get there quickly and smoothly;”

- b. “Artist Service - We negotiate contracts and fees. We find and book events and venues that match the artist's career strategy. We advise on career decisions, publicity and promotions, helping them on their career decisions, such as which record producer to work with, or which songs to perform, and managing media relations;”
- c. “An accomplished Director of Marketing for Hampton Inn and Holiday Inn. This was the start of my venture into the marketing world and I fell in love with the industry. But more importantly, helping our clients grow. I also have experience as an executive sales representative for two major marketing and advertising firms. My husband, Paul and I decided to put our forty years of marketing and advertising experience to work for you! **We offer sound honest advice with integrity** regarding private expert consulting, proposals and most importantly, client relationships;”
- d. “We tailor your consulting and advertising needs to what works best for your business.”

22. The State served three Civil Investigative Demands (“CID”) on Defendants. The first CID directed to Paul and Misty Barnes and PM Specialties was served August 30, 2019 and partially responded to on October 7, 2019 and October 15, 2019. A second CID directed to Paul and Misty Barnes and PM Specialties was served on Paul and Misty Barnes and PM Specialties on November 4, 2019 and was never responded to. A third CID directed to Paul and Misty Barnes and Milestone Consulting was served on December 10, 2019 and never responded to.

COUNT I

CONSUMER FRAUD ACT: UNFAIR AND DECEPTIVE ACTS AND PRACTICES

23. The State re-alleges and incorporates Paragraphs 1 through 22 as if fully set forth herein.

24. Defendants' acts, practices and websites, as set forth herein, constitute violations of the Iowa Consumer Fraud Act which prohibits, inter alia, misleading, deceptive, false, unfair and omissive acts and practices.

25. Defendants' acts, practices and websites, as set forth herein, constitute deceptive advertising in violation of the Iowa Consumer Fraud Act.

26. An unknown number of Consumer victims have suffered losses across the United States due to Defendants' unlawful practices.

27. The acts and practices of Defendants described herein violate the Consumer Fraud Acts prohibition against misleading, deceptive, unfair and omissive acts and practices, deceptive advertising and otherwise violate the Consumer Fraud Act, Iowa Code § 714.16, giving rise to the full complement of remedies available in that statute.

28. It is not necessary to establish reliance, damages or intent to deceive to obtain injunctive relief or reimbursement under the Consumer Fraud Act (*See* Iowa Code § 714.16(17)).

REQUEST FOR PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF

29. This Petition For Temporary Injunction is filed pursuant to Iowa Code § 714.16(7), which specifically authorizes injunctive relief “[i]f it appears to the Attorney General that a person has engaged in, is engaging in, or is about to engage in a practice declared to be unlawful” by the Act. Pursuant to that section, the Attorney General may seek and obtain in an action in the district court a temporary restraining order, preliminary injunction or a permanent injunction prohibiting any “person”¹ from continuing or engaging in the unlawful practice or doing an act in furtherance

of the practice. The Court may also make such orders or judgments as necessary to prevent the use or employment by a person of any prohibited practice. Iowa Code § 714.16(7) (2019).

30. Pursuant to I.R.Civ.P. 1.1502(1), a temporary injunction may be entered in any case specially authorized by statute and may be supported by affidavit. When, as here, an injunction is specially authorized by statute, the usual requirements for injunctive relief do not apply, and it is sufficient to meet the statutory conditions. *See* Iowa R. Civ. P.1.1502(3); *See also State ex rel. Turner v. Limbrecht*, 246 N.W.2d 330, 334 (Iowa 1976), *overruled on other grounds by State ex rel. Miller v. Hydro Mag, Ltd.*, 436 N.W.2d 616, 622 (Iowa 1989).

31. Pursuant to I.R.Civ.P. 1.1502(1) filed contemporaneously with this Petition and Application are numerous Consumer Affidavits as follows:

- a. Affidavit of Consumer JoAnn Riechers, Exhibit A;
- b. Affidavit of Consumer Beckie Kukal, Exhibit B;
- c. Affidavit of Consumer James Jones, Exhibit C;
- d. Affidavit of Consumer Dawn Cech, Exhibit D;
- e. Affidavit of Consumer Marie Dixon, Exhibit E;
- f. Affidavit of Consumer Naomi Miller, Exhibit F;
- g. Affidavit of Consumer Susan Dumont, Exhibit G;
- h. Affidavit of Consumer Tyler Smith, Exhibit H;
- i. Affidavit of Consumer Marilyn Jackson, Exhibit I;
- j. Affidavit of Consumer Melissa Malone, Exhibit J;
- k. Affidavit of Consumer VaLera Gatewood, Exhibit K;
- l. Affidavit of Consumer Cindy Hotalen, Exhibit L;
- m. Affidavit of Consumer Gary Mueller, Exhibit M;

- n. Affidavit of Patricia Mankey, Exhibit N;
- o. Affidavit of Consumer Randy Kaiser, Exhibit O.

32. It is the State's contention that these Affidavits establish that Defendants are using unlawful business practices, including but not limited to unfair practices, deception, fraud, false pretenses, false promises and misrepresentations against Consumers, all in violation of Iowa Code § 714.16, and that injunctive relief is necessary to stop these unlawful practices.

33. No bond is required, as Iowa R. Civ. P. 1.207 provides that in an action by the state, no security shall be required of the state.

34. The State certifies, pursuant to I.R.Civ.P. 1.1504, that no prior petition seeking a temporary injunction or injunctive relief against these parties has been previously presented to the Court.

35. The Plaintiff, State of Iowa, requests pursuant to I.R.Civ.P. 1.1507 that the Court set this Petition for Preliminary Injunction for an immediate evidentiary hearing and send notice to the Defendants of the time and place of hearing.

36. Plaintiff, the State of Iowa requests the Court allow the State to submit a brief and proposed Order at the time of or following the hearing on the Petition for Temporary Injunction, respectively.

PRAYER FOR RELIEF

The Attorney General respectfully request the Court grant the following relief:

A. To preclude each Defendant from conducting any discovery unless and until such Defendant has fully complied with the CIDs directed to them;

B. Pursuant to Iowa Code § 714.16(7) enter a TEMPORARY INJUNCTION and PERMANENT INJUNCTION restraining Defendants (and each Defendant's agents, employees,

independent contractors, salespersons, servants, representatives, officers and directors, principals, partners, members, affiliates, predecessors, successors, assigns, merged or acquired predecessors, parent or controlling entities and all other persons, corporation, and business entities acting in concert or participating with Defendant(s) who have actual or constructive notice of the Court's injunction), individually, in conjunction with others, or directing others to do on their behalf, from creating, incorporating, filing, employing, or using any LLC, and any other form of corporate entity, for the purpose of conducting any business or activity involving (1) telemarketing; (2) the sale of advertising or marketing goods and/or services; and (3) the selling of promotional items; and (4) the selling of promotional items containing advertising; (5) the selling of internet "boosting" services; (6) claiming to obtain or helping obtain refunds for any Consumer from any third party business entity or person; (7) consulting services.

C. Pursuant to Iowa Code § 714.16(7) and upon further request by the State addressed to the Court, enter a TEMPORARY INJUNCTION and PERMANENT INJUNCTION restraining Defendants, and each Defendant's agents, employees, independent contractors, salespersons, servants, representatives, officers and directors, principals, partners, members, affiliates, predecessors, successors, assigns, merged or acquired predecessors, parent or controlling entities and all other persons, corporation, and business entities acting in concert or participating with Defendant(s) who have actual or constructive notice of the Court's injunction), from engaging in the deceptive, misleading, unfair, unlawful acts, practices and statements, including but not limited to as alleged in this Petition or any amendment thereto, or otherwise in violation of the Iowa Consumer Fraud Act;

D. Pursuant to Iowa Code § 714.16(7) after trial on the merits, default by Defendants or summary judgment, make permanent the above-described injunctions, expanding their

provisions as necessary by including, inter alia, such “fencing in” provisions as are reasonably necessary to ensure that Defendants and other enjoined persons and entities do not return to the unlawful practices alleged herein, or commit comparable violations of law;

E. Grant such additional relief as the Court deems just and equitable, including but not limited to Consumer restitution where practicable, disgorgement, and civil penalties under the Iowa Consumer Fraud Act.

F. Pursuant to Iowa Code § 714.16(11), enter judgment against Defendants, jointly and severally, and include in said judgment an award for attorney fees, the State’s costs and court costs.

Respectfully submitted,

THOMAS J. MILLER
Attorney General of Iowa

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