

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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;
HENRY ALEXANDER CLARK, a/k/a
ALEXANDER CLARK; HENRY
ALEXANDER CLARK d/b/a XPRESHION
MULTIMEDIA; GREATER SOLUTIONS
LIMITED LIABILITY COMPANY;
XPRESHION MULTIMEDIA LLC; 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.

EQUITY NO. EQCE083843

**PETITION FOR TEMPORARY
INJUNCTION**

COMES NOW the State of Iowa ex rel. Attorney General of Iowa, Thomas J. Miller, by Assistant Attorneys General Benjamin E. Bellus, Mariclare Thinnes Culver and William R. Pearson, pursuant to the provisions of Iowa Code § 714.16 commonly referred to as the Iowa Consumer Fraud Act and submits this Petition for a Temporary Injunction pursuant to Iowa Code section 714.16 (7) (2017), as follows:

1. This lawsuit was filed on December 4, 2018 by the filing of a Petition seeking monetary relief, civil penalties and temporary and injunctive relief, among other claims for relief, for Defendants' alleged violations of the Iowa Consumer Fraud Act, Iowa Code section 714.16 (2017).
2. This Petition For Temporary Injunction is filed pursuant to Iowa Code section 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 section 714.16(7) (2017).
3. 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.² See Iowa R. Civ. P.1.1502 (3). See also *State ex rel. Turner v. Limbrecht*, 246 N.W.2d 330, 334 (Iowa

¹ "Person" is defined under the Consumer Fraud Act to include any natural person, any form of business entity, and any agent, employee, salesperson, member or associate thereof. Iowa Code section 714.16.1(j) (2017).

² In an action for an injunction under the Consumer Fraud Act it is not necessary to allege or to prove reliance, damages, intent to deceive, or that the person who engaged in the unlawful act had knowledge of the falsity of the claim or ignorance of the truth, except in an action for the concealment, suppression or omission of a material fact with intent that others rely on it. Iowa Code section 714.16(7).

1976), *overruled on other grounds* by *State ex rel. Miller v. Hydro Mag, Ltd.*, 436 N.W.2d 616, 622 (Iowa 1989).

4. Since this action was filed in early December 2018, Defendants have started using two new business entities to conduct their unlawful business practices. While continuing to engage in unlawful business practices as Top Faith Solutions LLC, Defendants also began engaging in unlawful business practices using a newly-created LLC called Greater Solutions Limited Liability Company. Defendants further started using the name of an apparently unregistered business called Xpreshion Multimedia to conduct their unlawful business activities. On February 25, 2019 Defendants formalized their newest business entity by creating Xpreshion Multimedia LLC, an Iowa limited liability company, with the Iowa Secretary of State's office.³
5. It is the State's contention that since this action was filed, Defendants have changed the name of their business more than once, have changed the physical location out of which they conduct business, changed their banks, changed their website and their address in a continuing scheme to avoid detection and continue committing fraud. It is further the State's contention that despite a lawsuit filed against them alleging fraudulent practices, Defendants have continued, if not increased, their unlawful and fraudulent practices in this nationwide scam.
6. Filed contemporaneously herewith is the State's First Amended Petition adding as additional Defendants:

³ As set forth in the allegations in the State's original December 4, 2018 Petition, "When Defendant Al Barnum or his most current LLC operating the scam receives enough consumer complaints by email telephone or the Better Business Bureau, or is flagged on the internet as a scam by enough angry Consumers, Defendant Barnum sets up a new limited liability company with a different name...and continues perpetrating the fraud using the new LLC.... (Petition, para. 28(p)).

- a. Greater Solutions Limited Liability Company, a new LLC under which Defendants are operating;
 - b. The manager of Greater Solutions Limited Liability Company named Kelsey J. Patterson, a/k/a Kelsey J. Sagers;
 - c. A new business entity called Xpreshion Multimedia, which is also named as an additional d/b/a for Defendant Al Barnum and a d/b/a for new Defendant Henry Alexander Clark;
 - d. A new business entity called Xpreshion Multimedia LLC, formally organized with the Iowa Secretary of State on February 25, 2019 as an Iowa limited liability company;
 - e. Henry Alexander Clark who, on information and belief is a member and/or manager of Xpreshion Multimedia LLC, and who is listed with the Iowa Secretary of State as the Registered Agent or Reserving Party of Xpreshion Multimedia LLC,
7. Filed contemporaneously with this Application are numerous Affidavits as follows:
- a. Affidavit of Consumer/victim Gary Mueller, Exhibit A;
 - b. Affidavit of Consumer/victim JoAnn Riechers, Exhibit B;
 - c. Affidavit of Consumer/victim Beckie Kukal, Exhibit C;
 - d. Affidavit of Consumer/victim Mike Jordan, Exhibit D;
 - e. Affidavit of Consumer/victim Amber James, Exhibit E;
 - f. Affidavit of Consumer/victim Alicia Gibbons, Exhibit F; and
 - g. Affidavit of Consumer/victim James Parizek, Exhibit G.
8. 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 section 714.16, and that injunctive relief is necessary to stop these unlawful practices.

9. 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.
10. 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.
11. 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 hearing, and send notice to the Defendants of the time and place of hearing.
12. Plaintiff, the State of Iowa requests the Court allow the State to submit a brief and proposed Order at the time of, and following the hearing on the Petition for Temporary Injunction, respectively.

WHEREFORE, the Attorney General of the State of Iowa respectfully request the Court grant the following relief:

- A. To permanently dissolve, by Court Order to be filed with the Iowa and Illinois Secretary of State's Corporation Divisions, each Defendant limited liability company and business entity used in the commission of consumer frauds;
- 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 involving (1) the sale of advertising or marketing goods and/or services; and (2) the selling of promotional items; and (3) the selling of promotional items containing advertising;

C. 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 applying for, establishing, and using any merchant account, credit card processing account, and banking account for any business involving (1) the sale of advertising or marketing goods and/or services; (2) the selling of promotional items; and (3) the selling of promotional items containing advertising;

D. 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, endorsing, presenting, cashing, and depositing any check or draft, payable to any Defendant, which has been remotely created on the account of any person or business entity;

- E. 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;
- F. Pursuant to Iowa Code § 714.16(7) after trial on the merits or default by Defendants, 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;

G. Pursuant to Iowa Code § 714.16 (11), enter judgment against Defendants, jointly and severally, for attorney fees, the State's costs and court costs;

H. Grant such additional relief as the Court deems just and equitable.

Respectfully submitted,

THOMAS J. MILLER
Attorney General of Iowa

By: /s/ Mariclare Thinnest Culver
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ATTORNEYS FOR THE STATE

Original filed.

Copies to:
Mike Meloy
Harold DeLange

owns a restaurant called The Egg & I in O'Fallon, Illinois, about 16 miles east of St. Louis. As restaurant owner, I sometimes purchase advertising for my business.

3. I was first contacted by Top Faith Solutions LLC, by telephone, in the summer of 2018, and have received calls from them continuously since that time. During the first call, they told me that they were calling to collect the money due for advertising I had placed with them some time previously. They told me the product was ready and it was time for me to pay. I asked what I had purchased as I had no recollection of dealing with a business called Top Faith Solutions, nor did I remember agreeing to purchasing any advertising from Top Faith Solutions. Looking back on it now, I believe they purposely used deceit and confusion to make me believe I had previously agreed to purchase advertising and that I owed money for such advertising, both of which I now believe were false.
4. Over the next several months, I continued to receive calls from Top Faith Solutions LLC, then Greater Solutions, LLC. I usually talked to women who called themselves "Samantha" and "Nicole." They told me I had agreed to purchase different forms of advertising such as postcard mailers to be mailed to everyone in St. Clair county, and online directory placement. They usually told me my invoice/bill was in arrears by several months, the "product" was ready to go, and that if I agreed to pay on that day that they were calling, they would reduce what they claimed I owed. On more than one occasion they threatened to send me to collections if I didn't pay. In August 2018, I gave Top Faith Solutions my bank account information including account name, account number and routing number. I never received in the mail a mailer advertising my restaurant, nor did any of my friends I asked who also live in St. Clair county. I also

never received a proof of any of these advertisements they claim I purchased.

5. Since August 21, 2018, Top Faith Solutions and then Greater Solutions have created and run, through my business checking account, numerous checks, payable to them. My banker has collected that information, as follows:

DATE OF CHECK	THEIR CHECK #	AMOUNT OF ELECTRONIC CHECK	THEIR DESCRIPTION ON THE CHECK THEY MADE
8.21.18	4777	\$4,500.00	direct mailers
8.27.18	201890	\$1,200.00	all sports
9.12.18	91218	\$4,500.00	sports posters
9.27.18	92718	\$3,000.00	all sports
10.4.18	100418	\$6,000.00	direct mailers, printing
10.17.18	1078	\$8,500.00	2018 High School Posters Final Print
11.1.18	4870	\$4,500.00	Direct Mailers
11.6.18	99999	\$5,200.00	2019 Calendars
11.9.18	88888	\$3,000.00	printing rotation
12.26.18	1226	\$4,000.00	Find Me Now Directories (GREATER SOLUTIONS, LLC)
12.27.18	1227	\$2,800.00	Find Me Now Directories Second Payment (GREATER SOLUTIONS, LLC)
12.28.18	1229	\$4,800.00	Find Me Now Directories (GREATER SOLUTIONS, LLC)
1.4.19	1419	\$4,800.00	Find Me Now Directories Weekly Payment (GREATER SOLUTIONS, LLC)
1.15.19	11519	*\$6,800.00	Find Me Now Directories Second (GREATER SOLUTIONS LLC) Did not go through/ Stop Payment
TOTAL		\$56,800.00	

6. On January 8, 2019 I was contacted by the Iowa Attorney General’s Office and spoke with them, along with my banker. Following our interactions with the Iowa Attorney General’s office, I closed out my business checking account.
7. On January 15, 2019, Greater Solutions LLC created a check on my business checking account, payable to them, in the amount of \$6,800.00. My bank denied payment of that check.
8. On January 15, 2019, I received a call from “Nicole,” one of the Top Faith/Greater

Solutions agents I had talked to in the past. I told her I was not interested in anything from her and if she called again I would call my lawyer, and I hung up on her.


9. At approximately 11:00 on the morning of 13 February 2019 I received a call on my cell phone. The call was from 888-802-5280, which is the same number that Top Faith Solutions/Greater Solutions had called me from in the past. When asked, the caller stated that she was calling on behalf of Xpreshion Multimedia. When asked, she told me her name was Sara Johnson. She claimed that she had talked to me a few weeks prior and it was now time to make a payment to “close out my account,” and that it had to be done prior to 15 February. At that time I informed her that I was not in my office, and to call me back in about an hour.
10. On 13 February at 1:21 central time Xpreshion Multimedia called me back from 888 802-5280, and stated that they were from the collections department, and that if I didn't pay by Friday the account would go to an outside collection agency. They told me that the reduced price that they were offering of \$3,000.00 to settle my account would revert back to around \$20,000.00 plus the cost of the agency and lawyer fees. I told them that my credit card had just been compromised and that I would have to send them a check for the \$3,000.00. I then inquired about who the check should be written out to, the mailing address and a point of contact and phone number just in case I had any issues or questions. They told me to send the check to, and the contact information was:

Xpreshion Multimedia
748 West 61st Street
Davenport, IA 52806
Attn: Sara Johnson 888-802-5280
11. I had never heard of Xpreshion Multimedia or been in any type of contact with them

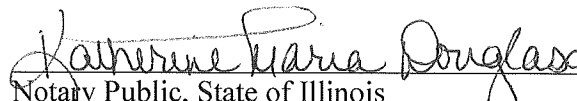
prior to the two telephone calls I received from them on 13 February. I concluded the call with Xpreshion Multimedia and contacted the Iowa Attorney General's office.

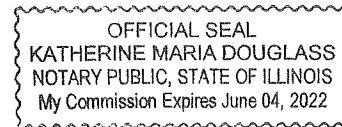
12. At 9:39 a.m. on the morning of 20 February 2019, I received a call from a "Brittany Price" at Xpreshion Multimedia. She told me she had been directed by her supervisor to see if I had in fact mailed the check to them for \$3,000.00. I told her I had already sent the check to Xpreshion (which of course I had not). I immediately told representatives of the Iowa Attorney General's office about this call.

The above is true and correct to the best of my knowledge. Further, this affiant sayeth naught.


Gary H. Mueller
22 February 2019
Date

Signed and sworn to by Gary H. Mueller before the undersigned Illinois Notary Public on the 22nd day of February 2019.


Katherine Maria Douglass
Notary Public, State of Illinois



RCVD FEB 25 2019

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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;
LAFAYIA KAY BARNUM;
WILLIE C. NANCE; KELSEY J.
PATTERSON a/k/a KELSEY J. SAGERS;
HENRY ALEXANDER CLARK, a/k/a
ALEXANDER CLARK; ALEX CLARK d/b/a
XPRESHION MULTIMEDIA; 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.

EQUITY EOCE083843

AFFIDAVIT OF JOANN RIECHERS

State of Wisconsin)
) ss:
County of Lafayette)

I, JoAnn Riechers, being first duly sworn, do state:

1. I am over 18 years old and have personal knowledge of the matters contained in this Affidavit.
2. I am a resident of Belmont, Lafayette County, Wisconsin,
3. I have been the manager of the First Capitol Mini Mart in Belmont, Wisconsin since 2006.

First Capitol Mini Mart is a convenience store approximately 20 minutes northeast of Dubuque, Iowa.

4. In my role as manager of this convenience store, I purchase advertising for the store. I have received numerous telephone calls from and have had numerous telephone conversations with representatives of Top Faith Solutions LLC and Greater Solutions Limited Liability Company. Additionally, I have had email communications with at least one representative of Greater Solutions LLC.
5. In June 2018 I was contacted by a representative of Top Faith Solutions LLC about purchasing advertising. I agreed to purchase advertising mailers for a onetime payment of \$700.00. We agreed that the advertising mailer would be mailed throughout Lafayette County, where the store is, and to the towns of Mineral Point and Hazel Green. I was told my \$700.00 payment would cover mailing 500 advertisements by U.S. Mail. On June 25th, I gave Top Faith Solutions the bank account information and bank account number for the store and a \$700.00 withdrawal was made from the store's account by Top Faith Solutions LLC on that date.
6. On June 28, 2018 another \$700.00 was removed from the store's bank account was by Top Faith Solutions LLC, which I had not agreed to or authorized.
7. Sometime later, a representative of Top Faith Solutions LLC named Paul Barnes called me. I believe that everything he told me during the call was a lie. He told me I owed an additional \$5,000.00 for the "final payment" on the mailers. I was shocked and very surprised, and told him I didn't know where his figure came from, that I had never agreed to pay \$5,000.00, and that I had only agreed to pay \$700.00. He ultimately told me that the company would "write it off."
8. In July 2018 a representative of Top Faith Solutions LLC named Misty Barnes called me several more times. I believe that everything she told me during the call was a lie. She told me verbally and in writing that I owed Top Faith another \$3,600.00. She used lies, confusion and high-pressure tactics. She told me I owed the additional money for advertising that had already been printed and shipped. I told Top Faith Solutions verbally and in writing that I absolutely did not owe any money and I was not authorizing a \$3,600.00 payment. I told them I had only authorized the original \$700.00 payment but that two \$700.00 debits had been made to the store's bank account by Top Faith Solutions.

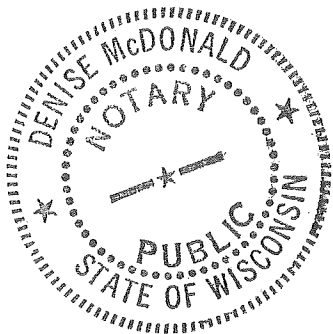
9. On November 14th, 2018, I got a call at the store from a “Ms. Johnson” at Top Faith Solutions. She said she called to “close out the account” for the end of the year. I told her I did not owe Top Faith Solutions any money.
10. On November 19, 2018 \$1,200.00 was removed from the store’s bank account by Top Faith Solutions. The money was removed by a check payable to Top Faith Solutions that was created by Top Faith Solutions and run through the store’s bank account. I do not remember giving permission for Top Faith Solutions to make this withdrawal. I contacted the store’s bank immediately after this withdrawal and was directed by the bank to twice daily monitor the bank account online, and to call the bank immediately if there were any unauthorized transactions by Top Faith Solutions on the account.
11. On December 19, 2018, I received a call from “Heidi Breckenridge” at Greater Solutions LLC from telephone number 1-888-802-5280. I believe that everything she told me during the call was a lie. She told me that I owed \$1,600.00 and that she was calling me to “close out” my account. I told her I had never heard of Greater Solutions LLC. She used lies, confusion and high pressure to try to get me to pay \$1,600.00 during the phone call. At the beginning of the conversation she said the money was owed for business directories that were mailed out through the mail. She then falsely claimed she had sent me an invoice earlier in the year, had talked to me twice earlier in the year, and that I had asked her to let me hold off paying the invoice. I repeatedly told her that I had never heard of Greater Solutions before, that I had a log of the advertisers I do business with, and that I had never spoken to Greater Solutions before. When asked again, she then told me, apparently forgetting what she had earlier told me, that the advertising I purchased was for business directories that are connected to the internet. She threatened more than once that she would send me to collections if I didn’t pay. I asked her if Greater Solutions was affiliated with anyone, and she said no. I told her I was going to talk to my attorney, as I had never heard of Greater Solutions before.
12. On February 1, 2019, I got another call from Greater Solutions from telephone number 1-888-802-5280. I believe everything the female representative told me during the call was a lie. The representative claimed I owed \$1,200 for an advertisement for the convenience store that had been placed on the back page of some print business directory. She used lies, confusion and high pressure to try to get me to pay \$1,200.00 during the phone call.

She said she had spoken to me in January 2018, and again just before the holidays. She claimed I had previously agreed to pay the \$1,200.00 by check. I told her that was false, that I didn't owe any money, that I never said I would pay anything by check. She threatened to send my account to collections. I told her repeatedly I didn't know who Greater Solutions was. I asked her if she was affiliated with any other company and she said no. I asked her if she was affiliated with Top Faith Solutions and she said no. I told her to go ahead and send me to collections.

The above is true and correct to the best of my knowledge. Further, this affiant sayeth naught.

JoAnn Riechers 2/21/19
JoAnn Riechers Date

Signed and sworn to by JoAnn Riechers before the undersigned Wisconsin Notary Public on the this 21st day of February 2019.



Denise McDonald
Notary Public, State of Wisconsin
Lafayette Cty, WI 53510
exp 8-6-21

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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;
LAFAYIA KAY BARNUM;
WILLIE C. NANCE; KELSEY J.
PATTERSON a/k/a KELSEY J. SAGERS;
HENRY ALEXANDER CLARK, a/k/a
ALEXANDER CLARK; ALEX CLARK d/b/a
XPRESHION MULTIMEDIA; GREATER
SOLUTIONS LIMITED LIABILITY
COMPANY;
TOP FAITH SOLUTIONS LLC;
TOP FAITH SOLUTIONS LLC d/b/a
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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.

EQUITY NO. EQCE083843

AFFIDAVIT OF BECKIE R. KUKAL

State of Idaho)
) ss:
County of Jerome)

I, Beckie R. Kukal, being first duly sworn, do state:

1. I am over 18 years old and have personal knowledge of the matters contained in this Affidavit.

2. I am a resident of Jerome, Jerome County, Idaho. I am a real estate agent employed with NorthPointe Realty in Jerome, Idaho. In that capacity I do a lot of advertising for my real estate company and services.
3. I was first contacted by Top Faith Solutions LLC, by telephone, on October 8, 2018. Top Faith Solutions told me that I had previously ordered promotional advertising on magnets for the local school, that the bill was overdue, and that they would send me to collections if I didn't immediately pay. They told me I had previously agreed to purchase \$4,500 of promotional advertising, and that if I paid now, on the phone, they would reduce what they claimed I owed to \$3,500. They told me that Top Faith Solutions was a faith-based organization, and that they didn't like to have to send people to collections. During the call Top Faith Solutions asked for my credit card number and information, but I refused. Top Faith Solutions then told me it could do an electronic check from me if I gave them my bank account information. Top Faith Solutions told me it would send me an invoice, which it did not do. They also told me the purchase would be tax deductible.
4. During that October 8th telephone call, I gave Top Faith Solutions all of my bank account information, including the name of my bank, my bank account name and number, the bank routing number, and told them it would be my check number 2501. I gave them this information because they told me I owed a debt that was overdue and that my account would be sent to collections if I did not pay on that day.
5. On October 8th, 2018, Top Faith Solutions ran and cleared an electronic check payable to Top Faith Solutions in the amount of \$3,500.00 through my account. Top Faith used check number 10818.
6. On October 10th, 2018, Top Faith Solutions ran and cleared a second electronic check,

payable to Top Faith Solutions through my account in the amount of \$3,500.00, using check number 10819. I did not authorize Top Faith Solutions to run this second check in the amount of \$3,500.00 through my account.

7. Later in October I received in the mail from Top Faith Solutions twelve (12) cheap paper brochures featuring NorthPointe Realty. The brochure was a tri-fold that contained poor quality internet screen grabs of pictures from the company's website. The brochure identified only a third of the agents at my real estate business, and had other businesses' advertising on it. These flyers also referenced alleged local community events at locations that don't exist and a summit in Phoenix, Arizona, completely irrelevant to my business in Idaho.

8. I believe I have been a victim of a fraud perpetrated by Top Faith Solutions.

The above is true and correct to the best of my knowledge. Further, this affiant sayeth naught.

Beckie R. Kukal 2/21/19^{BEK}
Beckie R. Kukal Date

Signed and sworn to by Beckie R. Kukal before the undersigned Idaho Notary Public on the 21 day of February, 2019.

Tracy Cox
Notary Public, State of Idaho



2018



125 1st Ave E
Jerome, ID 83338
(208) 324-7653 Office

Our website contains
ALL listings from
ALL Real Estate Agents
in the area.

info@northpointerealty.com



We are available for all
your Real Estate needs.
Residential, New Con-
struction, Commercial,
Investment, Acreage,
Farm, Ranch and Dairy



Beckie Kukal
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Gina Adkins
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gina@ginadkins.com



Melinda & Bill Bunn
(208) 731-7652 Cell
(208) 324-7653 Office
(208) 324-7655 Fax
melindab@northpointerealty.com



Sandra Capps
Associate Broker
(208) 539-3354 Cell
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sandracapps@realtor.com



Beth Mower
(208) 308-6106 Cell
(208) 324-7653 Office
(208) 324-7655 Fax
bethmower@cableone.net

Nearby Events

No such location

~~Twin Falls Old Town Criterium~~

~~Saturday Jul 7, 2018
Downtown Commons
Registration starts at 8:30 AM
Races start at 10 AM
Check website for specific times for divisions
www.tfoldtownreit.com~~

~~'The Summer Swing' 2018 Golf Scramble~~

~~Saturday Jul 14, 2018
Jerome Country Club
649 Golf Course Road
Jerome, ID
12:00 pm Registration Open
1:30 pm Shotgun Start~~

Jerome County Fair & Rodeo

Aug 07 - Aug 11, 2018
Jerome, ID

No such event!
2018 Poker Walk
Friday Aug 17, 2018
DOWNTOWN JEROME IDAHO
5:00 - 8:00 p.m

Tony Robbins Gary Vaynerchuk Ultimate Wealth & Achievement Summit

Wednesday Nov 28, 2018
Phoenix Convention Center 100 N 3rd St
Phoenix, AZ 85004
8am-6pm

Fees/Admission:

\$75 Bronze \$495 Q&A luncheon with Gary Vaynerchuk \$1495 Meet and Greet w/ Tony Call for group rates. Chris 813.603.1229

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IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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;
LAFAYIA KAY BARNUM;
WILLIE C. NANCE; KELSEY J.
PATTERSON a/k/a KELSEY J. SAGERS;
HENRY ALEXANDER CLARK, a/k/a
ALEXANDER CLARK; ALEX CLARK d/b/a
XPRESHION MULTIMEDIA; 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.

EQUITY NO. EQCE083843

AFFIDAVIT OF MICHAEL JORDAN

State of Texas)
) ss:
County of Lubbock)

I, Michael W. Jordan, being first duly sworn, do state:

1. I am over 18 years old and have personal knowledge of the matters contained in this Affidavit.
2. I am a resident of Wolfforth, Lubbock County, Texas.
3. I own a small business called Lifetime Deerblinds and Accessories in Wolfforth, Texas.

4. I am responsible for all aspects of the business, including advertising and marketing.
5. As owner of Lifetime Deerblinds, I purchased advertising for my business. I believe was first contacted by someone from City Wide Promotions as early as 2017.
6. Between 2017 and January 2019, I was contacted numerous times by representatives from City Wide Promotions, Top Faith Solutions, and Greater Solutions.
7. From May 2018 to January 2019, I was repeatedly contacted by Top Faith Solutions and Greater Solutions. The callers all used the same high-pressure, deceptive techniques. They told me that I owed money from previous advertising that I agreed to do, and that if I did not pay them the amounts they claimed were owed, they would send me to collections. I now believe that they purposefully used confusion and deceit to convince me that I had previously ordered advertising from them and that I owed them money for the advertising. I now believe both of those things were false.
8. I repeatedly told the callers that I was a small business and could only afford \$500 worth of advertising. I never authorized any charges over \$500.
9. The first charge they made to my debit card was \$919.50. I never authorized any amount over \$500. After a second \$919.50 charge, I contacted them and was told they would reverse the charge. They never did.
10. In fact, they continued charging my debit card until June 2018, when I canceled my debit card and got a new one.
11. After I canceled my debit card, I was again contacted by Top Faith Solutions, they again used high pressure tactics, false claims that I owed the company money, and threats to send me to collections to obtain my bank account and routing numbers so that they could create checks remotely and extract more money from me.
12. When calling, Top Faith Solutions and Greater Solutions repeatedly told me that I owed them amounts between \$4000 and \$4800 for advertising I had previously agreed to, but if I agreed to pay that day and avoid collections, they would give me a discount, frequently to \$2000 to \$2800.
13. I believed I was purchasing advertisements for my business in the form of high school sports calendars, county guides for Terry County and magnets with emergency services contacts, all with advertisements for my business on them.
14. I never saw any of these advertisements in my community, and no one told me that they

saw my business advertised on any of these items. I do not believe that a single piece of the advertising Top Faith and Greater Solutions claim they sold me was ever distributed.

15. The callers repeatedly promised to send me invoices for the advertisement I allegedly purchased, but I never received an invoice.

16. Between May 5, 2018 and January 28, 2019, Top Faith Solutions and then Greater Solutions first made charges to my debit card, and later remotely created checks and ACH transactions to obtain money from my business account. My banker collected the information for me, as follows:

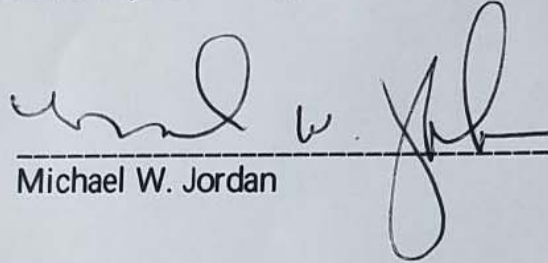
Date of Transaction	Debit/Check	Amount	Their Description on the Check They Made
5/5/2018	Debit card	\$919.50	n/a
5/11/2018	Debit card	\$919.50	n/a
5/15/2018	Debit card	\$999.50	n/a
5/16/2018	Debit card	\$999.50	n/a
6/7/2018	Debit card	\$998.50	n/a
6/8/2018	Debit card	\$997.00	n/a
8/27/2018	Check #9999	\$1,500.00	"All Sports"
9/27/2018	Check #1857	\$500.00	"2019 High School Posters"
10/22/2018	Check #195700	\$1,000.00	"Direct Mailers"
11/1/2018	Check #112018	\$2,500.00	"Direct Mailers"
11/26/2018	Check #19570	\$750.00	"Direct Mailers"
12/13/2018	Check #19570	\$1,225.00	"Find Me Guide"
12/21/2018	Check #1957	\$500.00	"Find Me Now Directories"
1/9/2019	Check #1919	\$600.00	"Find Me Now Directories"
1/24/2019	Check #1958	\$900.00	"Find Me Now Directories Final Payment"
1/28/2019	Check #2819	\$1,250.00	"Find Me Now Directories"
1/28/2019	ACH	\$900.00	"Find Me Now Directories"
Total		\$17,458.50	

17. On February 4, 2019, I was contacted by the Iowa Attorney General's office. Following

that conversation, I closed my business checking account that Top Faith Solutions and Greater Solutions had access to.

18. I believe I and my business have been the victim of a fraud perpetrated by Top Faith Solutions and Greater Solutions.

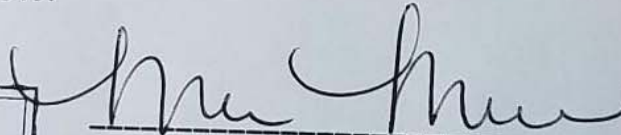
The above is true and correct to the best of my knowledge. Further, this affiant sayeth naught.



 Michael W. Jordan 2-25-19
Date

Signed and sworn to by Michael W. Jordan before the undersigned Texas Notary Public on the this 25 day of February 2019.





 Notary Public, State of Texas

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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;
LAFAYIA KAY BARNUM;
WILLIE C. NANCE; KELSEY J.
PATTERSON a/k/a KELSEY J. SAGERS;
HENRY ALEXANDER CLARK, a/k/a
ALEXANDER CLARK; ALEX CLARK d/b/a
XPRESHION MULTIMEDIA; 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.

EQUITY NO. EOCE083843

AFFIDAVIT OF AMBER JAMES

State of Texas)
) ss:
County of Archer)

I, Amber James, being first duly sworn, do state:

1. I am over 18 years old and have personal knowledge of the matters contained in this Affidavit. I am a resident of Holliday, Archer County, Texas. I am the Secretary, Treasurer and office manager of James Well Service LLC, a family-owned company. In that capacity

I am sometimes involved in the purchase of advertising for the business.

2. I was first contacted by Top Faith Solutions LLC in August 2018. I was told that I had previously purchased some advertising from them, called direct mailers, and that the payment was past due. I had no recollection of making such a purchase, or of the name "Top Faith Solutions." However, as a small business I talk to people trying to sell me advertising with some frequency.
3. The Top Faith Solutions representative who called herself "Nicole," and who frequently called me, was pushy, deceptive, and, I now believe, through deception tricked me into believing that I owed a debt for advertising I had previously agreed to buy. Top Faith told me then, and I believe on most subsequent phone calls, that I needed to pay the bill THAT DAY or the account would be sent to collections and would end up costing the company much more. Top Faith told me then, and I believe on most subsequent phone calls, that Top Faith Solutions had notes of prior conversations with me of telephone calls with me on various dates, in which I had agreed to purchase advertising from them, which I now know was false.
4. Top Faith Solutions' representatives would repeatedly and falsely tell me that I had agreed to seasonal printings, or had to pay for final printings, or had agreed to a package of advertising printing, or that I owed for printing that occurred at different times of the year and other deceit and misrepresentations designed to confuse me into believing I owed a legitimate debt.
5. On or about August 13, 2018, I gave Top Faith Solutions the bank account name, account and routing number for the company's checking account for the purpose of paying what I now know was not a real past-due obligation. Top Faith Solutions created a \$2,000.00

- check, payable to them, and ran it through my company's checking account.
6. On August 17, 2018, a second check for \$2,000.00 was run through James Well Service's checking account. This check was also made by Top Faith Solutions, payable to Top Faith Solutions. Every call I had with Top Faith involved them deceiving me into believing James Well Service owed them money for past due advertising.
 7. In October 2018 Top Faith Solutions created and ran a third check, payable to them in the amount of \$2,000.00 through my company's business checking account. I had agreed to allow Top Faith Solutions to run this check through the company checking account because I had been falsely told, tricked and confused into believing I legitimately owed money for advertising I had previously agreed to.
 8. On November 27th, 2018, a fourth check payable to Top Faith Solutions in the amount of \$1,400.00 was run through the company's checking account. I was told on that date that if I paid the past amount now overdue, they would reduce what I owed to \$1,400.00. I agreed to allow Top Faith Solutions to run a check through the company checking account because I had been falsely told, tricked and confused into believing I legitimately owed money for advertising I had previously agreed to.
 9. Top Faith Solutions never sent me any advertising product. I never received a direct mailer in the mail or a city/county event brochure or anything else they claimed I had purchased.
 10. On February 5, 2019 I was contacted by the Iowa Attorney General's office. Following that conversation, I closed the company checking account that Top Faith Solutions had access to. However, because the company still had some outstanding checks to go through that checking account, the bank and I agreed kept it open and monitor it for the last few checks to clear the account, but agreed that no new checks would be written on that

checking account.

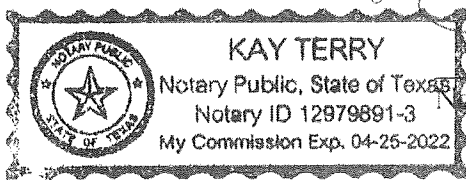
11. On February 21st, my company's bank notified me that a company I have never dealt with before called Greater Solutions LLC had created and attempted to run through my family's company's checking account a remotely-created check payable to Greater Solutions LLC in the amount of \$4,000.00. My company's bank denied payment of that check on the grounds of fraud.

12. I believe James Well Service and I have been a victim of a fraud perpetrated by Top Faith Solutions and Greater Solutions LLC.

The above is true and correct to the best of my knowledge. Further, this affiant sayeth naught.

Amber James 2/25/19
Amber James Date

Signed and sworn to by Amber James before the undersigned Texas Notary Public on the 25 day of February, 2019.



Kay Terry
Notary Public, State of Texas

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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;
LAFAYIA KAY BARNUM;
WILLIE C. NANCE; KELSEY J.
PATTERSON a/k/a KELSEY J. SAGERS;
HENRY ALEXANDER CLARK, a/k/a
ALEXANDER CLARK; ALEX CLARK d/b/a
XPRESHION MULTIMEDIA; 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.

EQUITY NO. EQCE083843

AFFIDAVIT OF ALICIA J. GIBBONS

State of Michigan)
)
County of Genesee) ss:

I, Alicia Gibbons, being first duly sworn, do state:

1. I have personal knowledge of the matters contained in this Affidavit.
2. I am a resident of Flint, Genesee County Michigan. I am twenty-five (25) years old I

am the President and sole shareholder of Donna's Donuts, Inc., a Michigan for-profit corporation which operates a successful donut shop in Flint Michigan called Donna's Donuts. My family has owned Donna's Donuts for almost 45 years. I took over running the company five ago. I have received a very large number of telephone calls from and have had numerous telephone conversations with representatives of Top Faith Solutions LLC and Greater Solutions Limited Liability Company.

3. In April 2018 I was first contacted by telephone by Top Faith Solutions seeking to sell me advertising for the donut shop. I agreed to purchase a few thousand paper brochures which were to tell the history of Donna's Donut shop. The brochures were to be double folded. Top Faith Solutions was supposed to distribute them in the greater Flint area. Top Faith did not send me a proof of the brochure as it had promised. Sometime thereafter Top Faith Solutions sent me by mail a box of about 50 courtesy copies of my advertising brochure. The brochure was poorly and cheaply made and full of typos.
4. To pay for the brochures, which were to cost a one-time payment of \$5,000.00, I gave Top Faith Solutions my credit card number for my JP Morgan Chase business credit card account.
5. Beginning in April 2018 and continuing until mid-July 2018, Top Faith Solutions made charges totaling \$42,216.60 on my Chase credit card. During that same period of time, \$24,878.17 in Top Faith Solutions charges was credited back to that same credit card due to me contesting the charges with my credit card company. During that time period, a total of \$17,338.43 was charged by Top Faith Solutions to my credit card, which charges I paid. Attached are my Chase credit card monthly statement for the months of April, May, June and July 2018.

Top Faith Solutions Charges to Card:	\$42,216.60
Total Top Faith Solutions Credits/Reversals to Card:	\$24,878.17
Total Charges to Card by Top Faith Solutions paid by me:	\$17,338.43

6. During every phone call I had with Top Faith Solutions and Greater Solutions, I believe they used lies and confusion to commit fraud against me. During each call, they told me I had agreed to purchase more advertising than just the one-time purchase of brochures. They told me different lies during different calls and completely confused and deceived me, such as they always told me I had previously agreed to a purchase of advertising and that payment was now due or overdue; that my last payment was for last year and that new payment was required for the new year; that I had signed up for quarterly payments; that I was on an annual program; that I had purchased a large package of advertising, that it would be the final payment I owed, etc. On many occasions they told me that if I didn't immediately pay what they claimed I owed them it would go to collections, my credit would be ruined, and that I would end up owing a lot more. All during this time I kept telling them no more and I didn't want any more advertising. They kept pressuring me, deceiving me, lying to me and threatening me.
7. In May 2018 Top Faith Solutions pressured me into giving them my business checking account name, account number and routing number to pay for the advertising they claimed I had previously agreed to or they would take legal action against me. They claimed I owed more for the brochures I had ordered. Top Faith Solutions then started making checks, on Donna's Donuts checking account, with Top Faith Solutions as the payee. The checks Top Faith created and ran through my Donna's Donuts checking account are set forth below, along with what Top Faith Solutions wrote in the "memo"

portion of the check:

CHECK NUMBER	DATE CHECK/ DATE POSTED	ON	AMOUNT	MEMO LINE
201821	5/7/2018 5/8/2018		\$3,000	"Brochures"
201823	5/7/2018 5/17/2108		\$4,500	"Brochures"
201828	5/22/2018 5/22/2018		\$5,000	"Brochures Final Payment"
9990	6/25/2018 7/6/2018		\$4,000	"Brochures Final Payment"
9991	6/25/2018 6/25/2018		\$7,500	"Brochures Final Payment"
9993	6/25/2018 7/5/2018		\$6,000	"Brochures Final Payment"
201832	6/25/2018 7/17/2018		\$7,600	"Brochures Final Payment"
201833	6/25/2018 7/18/2018		\$7,600	"Brochures Final Payment"
201840	7/24/2018 7/24/2018		\$4,000	"Direct Mailers Alicia Gibbons"
201835	7/23/2018 7/23/2018		\$8,000	"Brochures New Payment"
201838	7/24/2018 7/24/2018		\$8,000	"Direct Mailers"
201870	8/20/2018 8/20/2018		\$15,000	"Sports Calendars"

Total: \$80,200.00

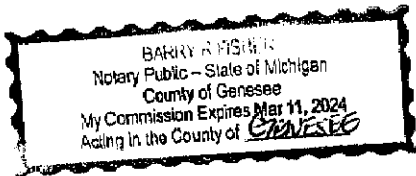
8. I believe the only product I agreed to purchase from Top Faith Solutions were the brochures I agreed to. On the checks they ran through my account Top Faith Solutions collected \$7,500 by two separate checks they created for "brochures." They then created and ran through my checking account another 6 separate checks totaling \$37,500 payable to them for "Brochures Final Payment." These amounts are in addition to the \$35,000 they ran through in checks for "Direct Mailers," "Brochures New Payments,"

and "Sports Calendars." All total, Top Faith Solutions created and ran checks totaling \$80,200.00 through my business checking account. These amounts are in addition to the \$17,388.43 in credit card charges I paid on my Chase credit card.

9. On August 21st, 2018 I was contacted by the Iowa Attorney General's office. Following that contact I closed my business checking account that Top Faith Solutions had access to and cancelled my Chase credit card that Top Faith Solutions had charged so frequently.
10. On February 13th, 2019 I was again contacted by the Iowa Attorney General's office. I was told that Top Faith Solutions had changed its name and was now doing business as Greater Solutions LLC. I informed the Iowa Attorney General's office that I had already been victimized by Greater Solutions LLC. I explained that I had been contacted by Greater Solutions by telephone on January 18th, 2019. Greater Solutions called me and told me I had to pay off my account that I owed for past advertising that I had agreed to and that they claimed the payment for was past due. Greater Solutions did not tell me they were Top Faith Solutions just using another name. I kept telling them that I had never talked to Greater Solutions before and that I didn't owe them any money. They again used deceit, lies, confusion and high-pressure tactics, telling me I owed the money, that I would be sent to collections if I didn't pay, and that this final payment would take me off their calling list. I gave in and gave them my bank account name, bank account number and routing number. On January 18, 2019 Greater Solutions made a check payable to Greater Solutions in the amount of \$7,000.00 and ran it through my new business checking account.
11. On February 5, 2019 I got another call from Greater Solutions. Again, they used deceit,

lies, confusion and high-pressure tactics, telling me I owed them more money, that I would be sent to collections if I didn't pay, and that the last time I had talked to them in January I had agreed to make TWO payments of \$7,000.00 and the second \$7,000.00 payment was now due. They told me they would discount the \$7,000.00 they said I owed down to \$3,000.00 if I paid it that day, and that that final payment would take me off their calling list. Regrettably, based on their lies, I told them they could run a check for \$3,000.00 through my checking account to pay off my supposed debt to them.

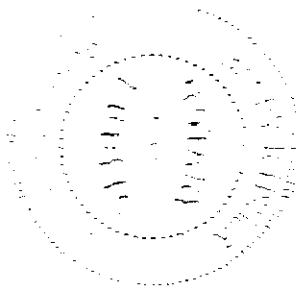
The above is true and correct to the best of my knowledge. Further, this affiant sayeth naught.



Alicia J. Gibbons
Alicia J. Gibbons
2/25/19
Date

Signed and sworn to by Alicia J. Gibbons before the undersigned Michigan Notary Public on the 25 day of February, 2019.

Barry R. Piskin
Notary Public, State of Michigan



IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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

Plaintiff,

v.

ALPHONSO WADE BARNUM;
LAFAYIA KAY BARNUM;
WILLIE C. NANCE;
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.

EQUITY NO. EQCE083843

AFFIDAVIT OF JAMES PARIZEK

State of Iowa)
) ss:
County of Black Hawk)

I, James Parizek, being first duly sworn, do state:

- I am over 18 years old and have personal knowledge of the matters contained in this Affidavit.
- I am a resident of Dunkerton, Black Hawk County, Iowa, a retired tool maker, and the owner of a small business called Home Town Machine. I perform machine work for local farmers.

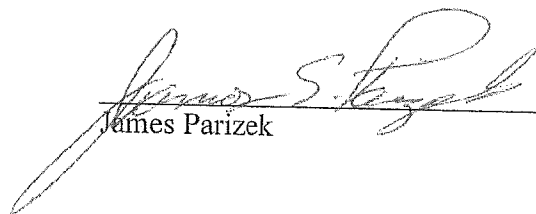
- I was first contacted by Top Faith Solutions LLC, by telephone, in early November 2018 by a person identifying himself as “Greg Clarke.” He explained that Top Faith Solutions did business advertising and could prepare direct mailers to all households in Black Hawk County containing an advertisement for Home Town Machine, for a cost of \$350.00. I agreed to those terms, and during that call, or a subsequent call with “Greg Clarke,” I gave him my credit card number for my account with Veridian Credit Union.
- Top Faith Solutions said it would work up a graphic for the advertisement, and it apparently pulled my business advertisement from some previous advertising I had placed on Craig’s List or Face Book. Top Faith sent me by email a proof or mock up of my advertisement that was supposed to be mailed to all households in Black Hawk County, which proof I approved (Exhibit A).
- Top Faith Solutions and I agreed that the ad on the mailer would be distributed by mail on or about December 1, 2018. During this or another phone call, Top Faith Solutions again asked for my credit card number, which I again gave. I also asked Top Faith Solutions to postpone the mailing until January 1, 2019, which it agreed to do.
- On November 16, 2018, my credit card was charged \$350.00, which is the amount I had agreed to (Exhibit B).
- In late November 2018, I received a Priority Mail package from Top Faith Solutions containing 35 samples of the mailers that were allegedly going to be mailed to the entire county (as I believed and had been represented to me) by Top

Faith Solutions in early January 2019 (Exhibit C). I didn't catch it then, but I realize now that these samples are just fliers, not mailers. The samples don't have an addressee on them, or any postage, or anything on the flip side indicating any bulk rate or United States Postal Service information.

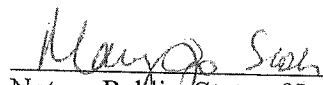
- In December 2018, I received a call from a woman at Top Faith Solutions LLC. She tried to sell me more mailer advertising. She said she could do an advertisement mailing for me that would go to 5 zip codes, all in-town zip codes, in the county in which I lived. I told her I was not interested, and that my mailers had not been mailed yet and I didn't know what the response to my ad mailer would be. She also told me my mailing would only be sent to 5 in-town zip codes. I told her that was she said was incorrect—that that was not what had been promised by Greg Clarke and agreed to between me and Greg Clarke. I told her the reason I had agreed to purchase the all-county mailing was because I was trying to target the farmers who lived in the rural zip codes in the county, not just in town. I told her my mailing was supposed to go to all zip codes in the county, and that I needed to talk with Greg Clarke. I then tried to get hold of Greg Clarke but he didn't respond to me.
- I live in Black Hawk County and I did not receive my mailer in the United States mail in January as Top Faith Solutions had promised. I asked numerous of my friends and family members who also live in Black Hawk County if any of them had received my Home Town Machine mailer in the mail. Not a single person I asked had received it.

- I attempted to contact the Top Faith Solutions salesperson "Greg Clarke" numerous times by telephone and email. The phone number he gave me has been disconnected and no one at Top Faith Solutions responds to my emails.
- I attempted to work with my credit union to get back my \$350.00 that Top Faith took from me, but the time period in which to contest the credit card charge had already passed.
- On or about January 24, 2019, realizing I had been scammed by Top Faith Solutions, I filled out a Police Report with the Davenport Police Department (Exhibit D).

The above is true and correct to the best of my knowledge. Further, this affiant sayeth naught.


James Parizek
2-19-2019
Date

Signed and sworn to by James Parizek before the undersigned Iowa Notary Public on the 19 day of February 2019.


Notary Public, State of Iowa

