

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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

Plaintiff,

v.

CENTRAL ILLINOIS HARDWOOD,
INC., an Illinois corporation;

HARVEST HARDWOOD, INC., an Iowa
corporation;

DAVID SAMUEL NASH, in his individual
capacity and his capacity as a representative
of one or both of the corporate defendants;

RICHARD DUANE NASH, in his
individual capacity and his capacity as a
representative of one or both of the corporate
defendants; and

MATTHEW GROENENDYK, dba Buck
Creek Timber and Veneer, in his individual
capacity and his capacity as a representative
of one or both of the corporate defendants;

Defendants.

EQUITY No. EQCE081231

CONSENT JUDGMENT

The Court, having been presented by Assistant Attorney General Steve St. Clair with this Consent Judgment, finds and orders as follows:

1. This Consent Judgment, which has been approved by the above-named Defendants, is intended to resolve this litigation pursuant to Iowa Code § 714.16, the Iowa Consumer Fraud Act

(CFA), Iowa Code § 555A, the Door-to-Door Sales Act (DDSA), and Iowa Code § 714.16A, the Older Iowans Act (OIA). For purposes of entry of this Consent Judgment, the above-captioned Defendants waive objections relating to service of process of the Petition and Original Notice herein, and to any other requirement that might impede entry and validity of this Consent Judgment, and also agree that any and all post-entry service or notice requirements relating to this Consent Judgment may be fully met through Plaintiff's counsel providing Defendants' counsel with a file-stamped copy of this Consent Judgment.

2. The Court has jurisdiction of the parties and subject matter.
3. The Court finds that this Consent Judgment should be entered.

IT IS THEREFORE ORDERED, pursuant to Iowa R. Civ. P. 1.1501 *et seq.*, the CFA, the DDSA, and the OIA, that Defendants, and each of them, and (as applicable) their directors, officers, principals, partners, employees, representatives, subsidiaries, successors, assigns, parent or controlling entities, and all other persons, corporations and other entities acting in concert or participating with one or more Defendants who have actual or constructive notice of the Court's injunction, are permanently restrained and enjoined from violating the CFA, the DDSA, and the OIA, and, without limiting the foregoing, from: (A) engaging in any transactions in Iowa in which tree removal or any related services are provided to Iowa residents in exchange for money or anything else of value, without complying in full with all notice, disclosure, contracting, and other protections and safeguards contained in the DDSA, including without limitation all protections relating to the three-day right to cancel; (B) engaging in any transactions in Iowa in which one or more Defendants obtain any right, option, or prerogative to cut and/or remove trees from property owned by, or under the legal control of, another (the "landowner"), other than through a written contract signed by all parties to the agreement in advance, each such contract

to include: (1) a term specifying the number of trees of each different species of tree to be removed under the agreement, and referring (accurately) to the fact that all trees to be removed under the agreement had been unambiguously marked prior to execution of the contract; (2) the specific dollar amount the landowner is to receive under the agreement, with the requirement that the landowner be paid at least one-half that amount in advance of any timber cutting or removal under the agreement, and indicating the specific date by which the landowner will be paid the remainder; (3) the specific period of time (beginning and ending dates) within which the timber cutting and removal is to be completed, subject to extensions or other changes only under specified, reasonable circumstances; (4) a specific description of what the landowner can expect, in terms of the extent to which stumps will remain; (5) a clear and conspicuous notice to the landowner that Iowa Code § 658.4 provides for triple damages in the event of willful injury to trees; (6) a term acknowledging that the Defendants involved have inspected the area and timber concerned, have estimated to their satisfaction the quantity, quality, and value of the timber to be removed, and accept such timber with all faults; and (7) a term requiring that any modification of the contract be in a writing signed by all parties; (C) failing either to return the land from which trees are cut or removed to the condition it was in before the transaction (excepting only trees properly removed and other specific changes of condition explicitly provided for in the contract), or to promptly pay the landowner fair compensation for any instance in which the land cannot be so returned; (D) entering into any agreement relating to timber cutting or removal where the Defendants have objective reason to believe that the landowner's capacity to protect his or her interests may be substantially diminished by advanced age and/or infirmity, without taking appropriate steps to ensure that any such vulnerabilities do not result in unfairness; (E) failing to leave a copy of a contract with the landowner at the time the landowner signs it; and (F) failing

to abide by any provision required by this Consent Judgment to be included in a contract.

IT IS FURTHER ORDERED that Defendants cooperate fully with reasonable requests from the Office of the Iowa Attorney General for information or materials regarding the practices to which the Petition in this cause directly or indirectly relates, and regarding compliance with this Consent Judgment.

IT IS FURTHER ORDERED that the Court retains jurisdiction to enforce this Consent Judgment, and that, in addition to any and all other available remedies, including without limitation contempt of court, a violation of this Consent Judgment constitutes a violation of the CFA for purposes of enforcement by the Attorney General.

IT IS FURTHER ORDERED that the Defendants pay court costs, if any.

SO ORDERED.

Approved:

DEFENDANTS:

Date: 2-20-17

David S. Nash
Central Illinois Hardwood, Inc.,
By [printed] David S. Nash

Date: 2-20-17

David S. Nash
Harvest Hardwood, Inc.,
By [printed] David S. Nash

Date: 2-20-17

David S. Nash
David Samuel Nash

Date: 2-20-17

Richard D. Nash
Richard Duane Nash

Date: 2-20-17

Matthew Groenendyk
Matthew Groenendyk

Date: 2/20/17

Gerald B. Feuerhelm
Gerald B. Feuerhelm
Attorney for Defendants

PLAINTIFF:

Date: 2/28/17

Steve St. Clair
Steve St. Clair
Assistant Attorney General



State of Iowa Courts

Type: OTHER DECREE

Case Number **Case Title**
EQCE081231 STATE OF IOWA EX REL VS CENTRAL ILLINOIS HARDWOOD
ET AL

So Ordered

Eliza Ovrom, District Court Judge,
Fifth Judicial District of Iowa