

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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

Plaintiff,

v.

BRITTANY HERTSCH, dba CENTRAL  
SUPPLY SOLUTIONS; KRYSTLE FAY  
LESTER, dba ELITE SUPPLIES; and  
SANDRA STEINMETZ, dba CENTRAL  
SUPPLY CENTER and UNIFIED  
DISTRIBUTION;

Defendants.

**EQUITY No. EQCE 080528**

**PETITION IN EQUITY**

The State of Iowa *ex rel.* Thomas J. Miller, Attorney General of Iowa, through the undersigned Assistant Attorney General, alleges as follows:

**INTRODUCTION**

Defendants engage in a deceptive office supply scheme that imposes hundreds of dollars in losses on each victim. Defendants victimize public libraries, small businesses, professional offices, and other office venues by tricking office personnel into thinking that Defendants are the regular source of copier toner or other such office supplies, and by capitalizing on those false beliefs to get the victims to overpay by hundreds of dollars for such supplies.

Using copier toner as an example: Defendants call targeted offices saying they are calling about 'the copier,' and manipulate an obliging office worker into providing the model

name and number off the front of the copier. Armed with this information, Defendants then mail an invoice to that office, charging more than \$400 for copier toner retailing for well under \$100. The invoice appears legitimate – it accurately identifies the particular make and model of copier the office has, and may also indicate the name of the person who answered the phone earlier, or the name of another staff member identified in that original call as the person in charge of ordering supplies.

The legitimate-appearing invoice is enough to trigger a misdirected payment, but is especially likely to inflict such losses if the victim organization has other vulnerabilities, such as staff changes due to retirement, severance, vacation, or use of volunteers (a not-uncommon arrangement among charities, churches, and others).

Scammers – often known as “toner pirates” or “toner phoners,” – have been pursuing this scheme for decades, although these Defendants may have been using this deceptive formula for only a few years. In any event, this scheme violates the Consumer Fraud Act, cheating the public and small businesses out of scarce resources. These Defendants should be temporarily and permanently enjoined from using this scheme to inflict such losses, and should be ordered to make refunds and pay civil penalties in an amount sufficient to deter these operations and others of their ilk from victimizing Iowans.

#### **PARTIES AND VENUE**

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

2. Defendant Brittany Hertsch is the owner and operator of the unincorporated business Central Supply Solutions (“CSS”). Hertsch’s last-known address is 501 E. Katella Ave #88, Orange, California, 92867. CSS’s most recent address is PO Box 54446, Irvine, CA 92619. Hertsch transacts or has transacted business in Iowa and throughout the United States.

3. Defendant Krystle Lester is the owner and operator of the unincorporated business Elite Supplies. Lester’s last-known address is 1855 E. Rose Ave 1-C, Orange, California, 92867. Elite Supplies’ most recent address is PO Box 17163, Anaheim, CA 92817. Lester transacts or has transacted business in Iowa and throughout the United States.

4. Defendant Sandra Steinmetz is the owner and operator of the unincorporated businesses Central Supply Center (“CSC”) and Unified Distribution. Steinmetz’s last known address is 1509 N. Highland St. Apt A, Orange, California, 92867. CSC’s most recent business address is 1315 N. Tustin, #I332, Orange, California 92867. Lester transacts or has transacted business in Iowa and throughout the United States.

5. Venue is proper in Polk County pursuant to Iowa Code § 714.16 (10) because upon information and belief Defendants have directed the solicitations at issue to offices in and residents of Polk County, as well as numerous other Iowa counties, and have otherwise done business in Polk County and such other Iowa counties.

#### **APPLICABLE LEGAL PROVISIONS**

6. Iowa Code § 714.16 (2)(a) of the Consumer Fraud Act provides in pertinent part:

*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.*

7. Iowa Code § 714.16 (1) of the CFA 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.*

8. Iowa Code § 714.16 (7) of the CFA provides, in pertinent part:

*Except in an action for the 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 to 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.*

9. In describing remedies under the CFA, Iowa Code § 714.16 (7) provides in pertinent part as follows:

*If 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 this section, the attorney general may seek and obtain in an action in a district court a temporary restraining order, preliminary injunction, or permanent injunction prohibiting the person from continuing the practice or engaging in the practice or doing an act in furtherance of the practice. The court may make orders or judgments as necessary to prevent the use or employment by a person of any prohibited practices, or which are necessary to restore to any person in interest any moneys ... which have been acquired by means of a practice declared to be unlawful by this section ...*

*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.*

10. 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.*

## DEFENDANTS' UNLAWFUL ACTS AND PRACTICES

### *Brittany Hertsch dba Central Supply Solutions*

11. Brittany Hertsch owns and runs Central Supply Solutions (CSS) and purports to sell office supplies such as copier toner to businesses and other office venues.

12. Since at least 2013, Hertsch has conducted a scheme in which she or a confederate places a cold call to a target office, purporting to be calling about the copier as if there were a pre-existing vendor relationship with the victim, and in the course of this call asks the office worker who answered the phone for the make and model number of the office's copier. CSS then mails an invoice to the target office that reflects the copier make and model information gleaned from the earlier phone call. The invoice falsely appears to relate to an authorized transaction, and bills for toner well in excess of the market price.

### *Targeting an Assisted Living Facility*

13. For example, in August of 2013, B---, the secretary/receptionist at an assisted living facility in Strawberry Point, Iowa, complained to the Consumer Protection Division about a phone call the facility had recently received from someone "trying to order me copy toner without me approving."

14. Although the facility declined to do business with the caller, about two weeks later CSS sent the facility an invoice. The invoice, appended as Attachment I, identified a "contact person" at the facility, indicated that "Emma" was the sales person, and sought \$529 for toner for the facility's Sharp copier, and an additional \$35 for shipping.<sup>1</sup> The toner in question currently retails between about \$85 and \$99, and upon information and belief had a comparable retail price at that time.

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<sup>1</sup> The specific copier model numbers are redacted from the attachments, as is potentially sensitive identification information relating to victim organizations and their staff members.

15. The Iowa Attorney General notified CSS of the complaint, and Hertsch responded that there must have been a “miscommunication,” and that the invoice CSS sent to the facility would be disregarded. Hertsch’s response is appended as Attachment II.

*Targeting Public Libraries*

16. In March of 2016, the public library in Waukon, Iowa received an invoice from CSS for toner that was neither requested nor delivered. The invoice was dated March 8, 2016, and charged \$398 for a toner cartridge and an additional \$35 for shipping. The same toner was sold by legitimate retail outlets for between \$30 and \$109 at or about that time. The invoice set forth the make and model number of the library’s copy machine as well as the first name of the library employee responsible for ordering supplies. The invoice also indicated that CSS’s sales person was “Emma.” A copy of the invoice is appended as Attachment III.

17. About a week or two before receiving the inflated invoice, the Waukon library had received a call from a person who indicated that he was associated with the company from which the library rented its copier, and asked for the numbers on the front of the copier and for the name of the person in charge of orders.

18. After receiving the invoice from CSS, and believing it to be fraudulent, the director of the Waukon library called CSS about the invoice, and was told to disregard it.

19. In addition to the public libraries in Strawberry Point and Waukon, the library in State Center, Iowa reported receiving an invoice dated March 8, 2016 that deceptively billed the library a total of \$433.00 for toner for the library’s copier; like those referenced above, this invoice identified “Emma” as the sales person. The market price for the State Center library’s toner at or about that time was between about \$44 and \$99.

20. CSS reportedly attempted the same false invoice scheme on the public library in Mediapolis, Iowa in or about early 2016.

21. On March 18, 2016, Consumer Protection Division Investigator Al Perales phoned Ms. Hertsch, who acknowledged that she was the owner of CSS. Hertsch said she was working out of her Orange, California residence at the time, but refused to provide that address. Hertsch acknowledged receiving numerous complaints regarding “bad invoices,” and said that the problem had been two rogue employees, namely “Emma” and “Anna,” both of whom had since been fired.<sup>2</sup> Hertsch also indicated that she would provide a list of Iowans that had made a payment to CSS; however, no such list was ever provided.

22. On April 21, 2016, an investigative subpoena from the Iowa Attorney General’s Office was served on Hertsch requesting, among other things, a list of all the accounts she had in Iowa. Upon receiving the subpoena, Hertsch phoned the Consumer Protection Division and indicated that she stopped her business in October 2013 after about six months of operation, and had then started it back up again in January 2016. Hertsch further indicated that the business did make its sales through telemarketing, and that she would be following up with a written response to the subpoena.

23. On May 4, 2016, Hertsch submitted a written response to the subpoena in which she stated that she had no Iowa accounts, and if there had previously been an account it had been “deleted” at the customer’s request. In a follow-up request, the Attorney General asked Hertsch for the names of Iowa “customers” who had requested that their accounts be

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<sup>2</sup> It is presumably no coincidence that the fraudulent invoices from Hertsch – who has acknowledged that she works alone and has no employees – identify the CSS sales representative as “Emma,” and the fraudulent invoices from Elite Supplies, the operation owned by Krystle Lester (who similarly indicated she works alone), identify the sales representative as “Anna.” See, e.g., Attachments III and IV.

“deleted,” and Hertsch claimed that she was unable to provide any names or addresses for such “customers.”

24. As of August 22, 2016, the Better Business Bureau’s online complaint database reflected three consumer complaints against Central Supply Solutions of Orange, California:

- a) An April 7, 2016 complaint called the operation a “scam,” adding that “[t]hey send out fake invoices for printer and copier supplies.”
- b) A June 2, 2016 complaint reported an improper toner invoice for \$433, noting that those behind the operation should be “investigated and brought to jail.”
- c) A July 25, 2016 complaint denounced CSS’s operation as “a scam” that had improperly invoiced them for \$433; “They need to be investigated!!!!”

#### **Krystle Lester dba Elite Supplies**

25. Krystle Lester owns and runs Elite Supplies and purports to sell office supplies such as toner to businesses. Since at least early 2015, Lester has conducted essentially the same office supply scheme that Hertsch is described above as conducting.

#### *Targets of Elite Supply*

26. On March 17, 2015, an Iowa chiropractor submitted a complaint on the Better Business Bureau’s (BBB) website against Elite Supplies. The complaint stated that the chiropractor had received an invoice from Elite Supplies for toner that was neither ordered nor received. The invoice charged \$398 for the toner as well as a \$35 shipping fee.

27. On November 10, 2015, an Iowa hotel owner submitted a BBB complaint against Elite Supplies. Elite Supplies had called and asked for his name and the model number of the fax machine he used. He did not authorize an order or a purchase. He nevertheless reported having received two toner cartridges and an invoice for \$433.



28. In March of 2016, at least twelve Iowa public libraries received invoices from Elite Supplies for unordered toner, including the public libraries in: Baxter, Camanche, Clinton, Eagle Grove, Keokuk, Lisbon, Marion, McGregor, Springmier, Toledo, Washington, and Whittemore.

29. All of Elite Supplies' invoices to these public libraries charged \$398 for the toner and \$35 for shipping and set forth the first name of a staff member at the library. Comparable toner ranges in retail price up to \$185 – usually considerably less.

30. A staff member at the library in Marion reported receiving a phone call prior to getting the invoice in which the caller asked for the copier number. When the staff member tried asking the caller questions, the caller hung up. Similarly, a staff member at the library in Lisbon reported receiving a phone call some weeks before getting the invoice, in which the caller asked for the brand and model number of the printer; there was no mention of toner for the printer, and the staff member did not approve any order, but the library nevertheless received a toner invoice for \$433 from Elite Supplies. The Lisbon library's letter describing the incident and the invoice in question are appended as Attachment IV.

31. As of August 23, 2016, the Better Business Bureau's online complaint database reflected eleven "negative reviews" and fifty-eight (58) complaints against Elite Supplies ("Ms. Krystle Lester, Owner/Manager"), including among the reviews:

- d) A March 31, 2016 complaint from a library of a telemarketing call followed by an unauthorized toner invoice for \$433.
- e) A February 26, 2016 complaint of a \$398 invoice for unordered toner: "We believe you called here and asked our staff what model copiers we had in an attempt to fraudulently bill us."
- f) A February 23, 2016 complaint from a state government office describing an attempt by Elite Supplies to cheat them through a \$433 invoice for unordered toner: "We never did business with this company."

32. The Iowa Attorney General served a subpoena on Lester on April 15, 2016 requesting, among other things, a list of all the accounts she had in Iowa. Lester's response, appended as Attachment V, stated that two companies, the Washington and Keokuk Public Libraries, recently cancelled their orders with Elite Supplies. She did not identify any other Iowa libraries, businesses or other entities that her operation had accounts with, despite the numerous invoices that are known to have been directed by Elite Supplies into Iowa from at least 2015 on.

**Sandra Steinmetz dba Central Supply Center**

33. Sandra Steinmetz owns and runs Central Supply Center (CSC) and purports to sell office supplies such as toner to businesses. Since at least October of 2013, Steinmetz has conducted essentially the same office supply scheme that Hertsch and Lester have conducted, as described above.

34. In October of 2013, a nursing facility in Albert City, Iowa received an invoice from CSC charging \$439 for a toner cartridge and \$35 shipping. The toner cartridge for the facility's copy machine retailed for \$78. The facility did not order or receive the toner. The invoice listed the model number of the business's copy machine and the first name of a facility staff member. The invoice is appended as Attachment VI.

35. On October 8, 2013, the Albert City facility sent a certified letter to CSC stating that it had not ordered the toner and would not pay. The next day the facility filed a complaint with the Consumer Protection Division of the Attorney General's Office, identifying CSC and stating that "[t]his company has fraudulently invoiced us . . . ."

36. As of August 23, 2016, the Better Business Bureau's online complaint database reflected two "negative reviews" and twelve complaints against CSC ("Ms. Sandra Steinmetz, Owner"), including among the reviews:

- g) A July 28, 2016 complaint: "Was mailed an invoice for product that was never ordered or received!"
- h) A June 27, 2016 complaint: "... This company has sent my office an invoice for over \$400 worth of toner – WE DID NOT ORDER OR RECEIVE. ... This is 100% fraudulent. They are KNOWINGLY sending out invoices in the hopes people will simply pay them and 'amount due' without question."

37. On April 13, 2016, the Attorney General served a subpoena on Ms. Steinmetz requesting, among other things, a list of all the accounts she had in Iowa. In her April 29, 2016 response, a copy of which is appended as Attachment VII, she stated CSC has no open accounts in Iowa, that she does not save the information for closed accounts, and she has no employees. Her June 6, 2016 supplemental response further indicated that she had "another DBA Unified Distribution that I use for Reorders."

38. As of June 16, 2016, the Better Business Bureau's online complaint database reflected one "negative review" and fourteen complaints against Unified Distribution ("Ms. Sandra Steinmetz, Owner"), including a September 5, 2014 complaint describing \$1299 in losses as follows:

"Unified Distribution has continued to invoice our company [\$433] for toner that we never ordered or received from their company. ... When I originally began working for our company, I had paid the initial statements believing they were legitimate until I noticed that we already paid for toner with our ... lease. ... This company is a scam and should be shut down."

39. In a June 28, 2016 phone conversation with a CPD investigator, Steinmetz estimated that about 5% of her "customers" were repeat customers. Upon information and belief, repeat customers are like the BBB complainant quoted in paragraph 38 above, namely,

businesses that fail to readily recognize that they are being scammed, whether due to personnel changes or otherwise, and as a result continue to make exorbitant and fraudulently-induced payments over an extended period.

**All Defendants are in flagrant violation of Iowa law**

40. An investigative database accessed by the Consumer Protection Division investigators lists Krystle Lester as an immediate relative of Brittany Hertsch, and Sandra Steinmetz as an “associate” of Hertsch’s, ostensibly based on a history of addresses, contacts, and/or other such data in common.

41. Each of the Defendants perpetrated their phony invoicing scheme against a number of Iowa libraries, businesses, and others, none of whom placed an order for the product. An unknown number of victims have suffered losses to date, but in any event losses can be expected if Defendants are permitted to continue this scheme.

42. The acts and practices of Defendants described herein violate the Consumer Fraud Act's prohibition against misleading, deceptive, unfair, and omissive acts and practices, and otherwise violated the Consumer Fraud Act, Iowa Code § 714.16 (2)(a), giving rise to the full complement of remedies set forth in that statute.

**CERTIFICATION PURSUANT TO IOWA R. CIV. P. 1.1501**

43. In conjunction with the Consumer Fraud Act provisions cited above, Iowa R. Civ. P. 1.1501 *et seq.* provide for entry of temporary injunctive relief. Iowa R. Civ. P. 1.1507 provides that a temporary injunction may issue without notice if the required showing is made, such showing to include a certification by the applicant's attorney as to certain matters. The undersigned certifies as follows:

a) Delaying injunctive relief by providing advance notice and hearing to Defendant is likely to result in an extended period during which additional Iowa businesses and other

Iowa consumers are at risk of being unlawfully induced to send money to Defendants as a result of the misleading, unfair, and otherwise unlawful practices detailed herein.

b) Continuation of the unlawful conduct that Plaintiff seeks to enjoin would foreseeably cause hardship by diverting funds from the often limited resources of Iowa's libraries, churches, charities, professional offices, and other office venues, under circumstances in which there is no assurance that losses will ever be reimbursed.

c) The injunctive terms sought by Plaintiff would not halt any legitimate, non-misleading marketing or activities in which Defendant may be engaged. The injunction requested is not such as to "stop the general and ordinary business of a corporation" for purposes of Iowa R. Civ. P. 1.1507.

d) Given the egregious nature of the telephone contacts and deceptive invoicing practices conducted by Defendants, as described above, any doubt about halting the apparently deceptive diversion of funds from Iowans to Defendants should be resolved in favor of preventing further victimization.

44. The affidavit of Consumer Protection Division Investigator Al Perales is appended as Attachment VIII in support (inter alia) of the temporary injunction request.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that this Court:

A. Pursuant to Iowa Code § 714.16 (7), enter a temporary restraining order and preliminary injunction restraining Defendants, and each of them, and (as applicable) such Defendant's directors, officers, principals, partners, employees, agents, servants, representatives, subsidiaries, affiliates, successors, assigns, merged or acquired predecessors, parent or controlling entities, and all other persons, corporations and other entities acting in concert or participating with such Defendant who have actual or constructive notice of the Court's injunction, from engaging in the deceptive, misleading, omissive, and unfair practices alleged in this Petition or otherwise violating the Iowa Consumer Fraud Act. Pursuant to Iowa Code § 714.16 (7), after trial on the merits, 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.

B. Pursuant to Iowa Code § 714.16 (7), enter judgment against Defendants, jointly and severally, for amounts necessary to restore to Iowans all money acquired by means of acts or practices that violate the Consumer Fraud Act.

C. Pursuant to Iowa Code § 714.16 (7), enter judgment against Defendants, jointly and severally, for such additional funds as are necessary to ensure complete disgorgement of all ill-gotten gain traceable to the unlawful practices alleged herein.

D. Pursuant to Iowa Code § 714.16 (7), enter judgment against each Defendant for up to \$40,000.00 for each separate violation of the Consumer Fraud Act.

E. Award Plaintiff interest as permitted by law.

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

G. Retain jurisdiction as necessary to ensure full compliance with the pertinent provisions of the Consumer Fraud Act and with the Court's orders.

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

Respectfully submitted,

THOMAS J. MILLER  
ATTORNEY GENERAL OF IOWA

/s/ Steve St. Clair  
Assistant Attorney General  
Consumer Protection Division  
1305 East Walnut  
Des Moines, Iowa 50319  
Phone: (515) 281-5926  
Fax: (515) 281-6771  
Email: [stevestclair@iowa.gov](mailto:stevestclair@iowa.gov)  
Attorneys for Plaintiff

Central Supply Solutions  
(714)941-6486**Invoice**Central Supply Solutions  
Post Office Box 4762  
Orange, CA 92863Invoice No: 18067  
Date: 8/5/2013  
Terms: Net 15  
Due Date: 8/20/2013  
Contact Name: B [REDACTED]  
Salesperson: EmmaBill To: [REDACTED]  
[REDACTED] St.  
Strawberry Point, IA 52076Ship To:  
SameInvoice Date: 8/5/2013  
Ship Via: UPS

Description	Quantity	Rate	Amount
Toner - Sharp [REDACTED]	1.00	\$529.00	\$529.00

MAKE ALL CHECKS PAYABLE TO:  
Central Supply Solutions  
P.O. Box 4762  
Orange, CA 92863

Subtotal	\$529.00
Shipping	\$35.00
Total	\$564.00

**ATTACHMENT I**

Central Supply Solutions  
P.O. Box 4762  
Orange, CA 92863

September 11, 2013

Department of Justice  
Al Perales, Investigator  
Hoover Bldg.  
1305 E Walnut  
Des Moines, Iowa 50319

RE: Strawberry Point [REDACTED] vs. Central Supply Solutions  
File # 2013-150854

Dear Mr. Perales:

In regards to the above noted complaint, this is the first communication we have had. Ms. B [REDACTED] never contacted our office. As she stated that she did not place an order with us, this apparently was a miscommunication. No monies were exchanged and this invoice has since been disregarded. I hope this resolves the matter above.

Respectfully,

Brittany Hertsch

BH:db

15 SEP 13 10:27  
15 SEP 13 10:27  
15 SEP 13 10:27

**ATTACHMENT II**



**Central Supply****P.O. Box 54446****Irvine, CA 92619****(714) 489-1185**CentralSupplySolutions@gmail.com**INVOICE NUMBER : 16619****INVOICE DATE : 3/8/2016****TERMS : Net 30****SHIPPED VIA : UPS****CONTACT NAME : K****Bill To:****Waukon City Library****401 1st Ave. NW****Waukon, IA 52172****Ship To: Same****Sales Tax:****0.00%****Sales Rep : Emma**

Quantity		UNIT PRICE	AMOUNT
1	Toner - Ricoh Aficio MP-C2051 Unit-Stock #7562	\$398.00	\$398.00
Please Indicate Invoice Number on Check		SUBTOTAL	\$398.00
		TAX	
		SHIPPING	\$35.00
			\$433.00 PAY THIS AMOUNT

**MAKE ALL CHECKS PAYABLE TO:****Central Supply Solutions****P.O. Box 54446****Irvine, CA 92619****THANK YOU FOR YOUR BUSINESS!****ATTACHMENT III**

March 31, 2016

Re: Toner scam

Attn.: Steve St. Clair

File

To whom it may concern:

The attached invoice was sent to the city of Lisbon a few weeks after a phone call to the Lisbon Public Library Inquiring about the brand and model number of our printer. No mention was made of toner or supplies and no approval of any order was given.

Our city clerk checked with me so did not pay anything.

Thanks,

A black rectangular redaction box covering a signature.

Director, Lisbon Public Library

101 East Main Street

Lisbon, Iowa 52253

**Elite Supplies****PO BOX 17163****Anaheim, CA 92817****(714)-244-0073****Elite\_supplies@yahoo.com****INVOICE NUMBER : 20563****INVOICE DATE : 3/22/2016****TERMS : Net 15****SHIPPED VIA : UPS****CONTACT NAME : A [REDACTED]****Bill To:****City of Lisbon****101 W. Main St.****Lisbon, IA 52253****Ship To: Same****Sales Tax Rate: 0.00%****Sales Rep : Anna**

Quantity		UNIT PRICE	AMOUNT
1	Toner - Brother [REDACTED] Unit-Stock #7562	\$398.00	\$398.00
Please Indicate Invoice Number on Check			
		SUBTOTAL	\$398.00
		TAX	
		SHIPPING	\$35.00
			\$433.00
			PAY THIS AMOUNT

SCAM - Didnt pay  
Checked w/ A [REDACTED] 3/29/16

**MAKE ALL CHECKS PAYABLE TO:****Elite Supplies****PO BOX 17163****Anaheim, CA 92817****THANK YOU FOR YOUR BUSINESS!**

## Elite Supplies

PO BOX 17163

Anaheim, CA 92817

(714)-244-0073

[Elite\\_supplies@yahoo.com](mailto:Elite_supplies@yahoo.com)

Subpoena NO 2503

To: Department of Justice

I had two companies recently cancell  
their order Said the person that ordered  
did not have permission.

1. Washington Public Library  
115 W. Washington St  
Washington IA 52353
2. Keokuk Public Library  
210 N. 5th St  
Keokuk IA 52632

( I have purchased toner from different  
resources on the Internet Ebay, toner price

( I have no employees

5 I have used the yellow pages for leads

Exhibit "A"

**Central Supply Center****INVOICE**

P.O. Box 4698  
 Orange, CA, 92863  
 (714) 602-9106

## INVOICED TO:

Albert City, IA 50510

INVOICE NUMBER : 63072

INVOICE DATE : 9/25/2013

P.O. NUMBER :

CONTACT NAME : J

TERMS : Net 15

SHIPPED VIA : UPS

## SHIPPED TO:

Same

Sales Tax Rate:

0.00%

CSC SALES REP : Dawn

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Toner - Sharp	\$439.00	\$439.00
		SUBTOTAL	\$439.00
		TAX	\$0.00
		SHIPPING	\$35.00
			\$474.00
			PAY THIS AMOUNT

## MAKE ALL CHECKS PAYABLE TO:

Central Supply Center  
 P.O. Box 4698  
 Orange, CA, 92863

**ATTACHMENT VI**



P.O. Box 4698  
Orange, CA 92863  
(714) 222-7272

To: The State Of Iowa

RE: Subpoena NO 2504

In regards to questions concerning Central Supply Center.

1. At This current time I have no open accounts for Iowa and do not save Accounts which are closed
2. I have no current purchases for Iowa.
3. I have no employees are independent contractors I am A Small independent business
4. I Have used sales genie for leads.
5. I have bought toner threw ebay

Sandra Steinmetz

**AFFIDAVIT OF AL PERALES**

I, Al Perales, being duly sworn on oath, state as follows:

1. I am an Investigator in the Consumer Protection Division of the Iowa Attorney General's Office, a position I have held since November 2006.

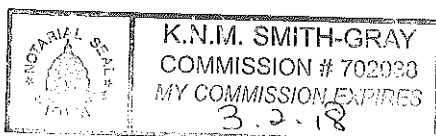
2. In the above capacity, I have been assigned to handle complaints and investigations relating to various consumer frauds that involve telemarketing or invoice billing schemes, including the toner scheme matters to which the Petition to which this affidavit is attached relates.

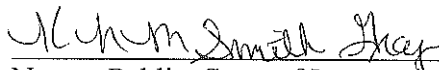
3. I have reviewed the Petition in this matter, and can attest to the accuracy of the factual allegations, and to the allegations contained in the certification in support of immediate injunctive relief, based on my review of the complaints and other materials on file in, or accessible to, the Consumer Protection Division.

4. The above is true to the best of my knowledge.

  
Al Perales

Signed and sworn to before the undersigned Notary Public for the State of Iowa by Al Perales on the 30<sup>th</sup> day of August, 2016.



  
Notary Public, State of Iowa