

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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

Plaintiff,

v.

JOSHUA JOSEPH AUTEN (d/b/a BIG TIME
BUILDERS) and OVER THE TOP
CONSTRUCTION, LLC,

Defendants.

EQUITY NO. _____

PETITION AND REQUEST FOR
PERMANENT INJUNCTION

COMES NOW the State of Iowa ex rel. Attorney General of Iowa, Thomas J. Miller, by Assistant Attorney General Benjamin E. Bellus, pursuant to the provisions of Iowa Code § 714.16, commonly referred to as the Iowa Consumer Fraud Act, and for its claims against Defendants Joshua Joseph Auten and Over the Top Construction, LLC, states as follows:

PARTIES

1. Plaintiff is the State of Iowa, ex rel. Attorney General Thomas J. Miller, the duly elected Attorney General of Iowa. The Attorney General of Iowa is expressly authorized pursuant to Iowa Code §§ 714.16(7), 555A.6(2) and 103A.71(6)(b) to file a civil action against any person who has engaged in a practice declared to be unlawful under Iowa Code § 714.16, Iowa Code Chapter 555A, and/or Iowa Code § 103.71.

2. Defendant Joshua Joseph Auten is the owner, operator and managing agent of an unincorporated home repair and contractor business named "Big Time Builders" which was not registered as a trade name in Polk County or Dallas County while doing business in those counties; as well as the sole owner and managing agent of an incorporated home repair and contractor business named "Over the Top Construction, LLC". Defendant Auten was registered with the contractor

registry at the Iowa Division of Labor until it expired without renewal on April 23, 2014, but continued to do business as a contractor in Iowa thereafter. During the relevant time period, the residence and business addresses for Defendant Auten and Big Time Builders were 1001 NE Frances Avenue, Grimes, Iowa; 6504 Chaffee Road, Des Moines, Iowa; and 1525 SE Walnut Woods Drive, West Des Moines, Iowa. Defendant Auten is named in his individual capacity as well as his past or present corporate capacities. (Exhibit A)

3. Defendant Joshua Joseph Auten formulated, directed, controlled, was a primary participant in, and had, or should have had, knowledge of the acts and practices of Big Time Builders and Over the Top Construction, LLC constituting the violations of Iowa law as alleged herein and, at all times relevant hereto, was an officer, director, owner, and/or managing agent of both Big Time Builders and Over the Top Construction, LLC.

4. Defendant Over the Top Construction, LLC is a home repair and contractor business incorporated in Iowa which does business in Iowa; but was never registered as a contractor with Iowa Division of Labor. At all times relevant to this action, the primary business office of Over the Top Construction, LLC was located at 1525 SE Walnut Woods Drive, West Des Moines, Iowa 50265.

5. Unless otherwise specified, the term "Defendants" as referred to herein includes Joshua Joseph Auten, Over the Top Construction, LLC and Big Time Builders; as well as any corporate name or trade name under which they operated, or are operating, a business; and their representatives, agents, independent contractors, assigns, successors, or other business entities, whose acts, practices or policies are or were directed, formulated or controlled by Joshua Joseph Auten, Over the Top Construction, LLC or Big Time Builders.

6. The phrase "home repairs or contractor services," as used herein, includes any labor or materials provided for work on any residential dwelling, commercial building or other structure;

and any labor or materials provided for work on other things commonly found on residential or commercial real property including, but not limited to, garages, pole buildings, out buildings, basements, interiors, roofs, porches, driveways, sidewalks, patios and fences.

VENUE

7. Venue is proper in Polk County, Iowa, because Defendants engaged in the activities that are the subject of this Petition in Polk County, Iowa. Moreover, Defendants do business in Polk County and one or more victims of the practices in question reside in Polk County. Iowa Code § 714.16(10).

JURISDICTION

8. The Iowa Consumer Fraud Act, Iowa Code § 714.16 (2)(a) (“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.

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

- (f) “Deception” means an act or practice which has the tendency or capacity to mislead a substantial number of consumers as to a material fact or facts.
- (n) “Unfair practice” means an act or practice which causes substantial, unavoidable injury to consumers that is not outweighed by any consumer or competitive benefits which the practice produces.

10. Iowa Code § 714.16 (7) 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.

11. In describing remedies under the Consumer Fraud Act, 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 temporary restraining order, preliminary injunction, or permanent injunction issued under authority of this section.

12. In describing remedies under the Iowa Door-To-Door Sales Act, Iowa Code § 555A.6(2) provides in pertinent part: “A violation of this chapter (Iowa Code chapter 555A) is a violation of section 714.16, subsection 2, paragraph ‘a’.”

13. In describing remedies under the Iowa Residential Contractors – Repairs and Insurance Law, Iowa Code § 103A.71(6)(b) provides in pertinent part: “A violation of subsection 2

or 3 (of Iowa Code § 103A.71) by a residential contractor is an unlawful practice pursuant to section 714.16.”

INJUNCTIONS

14. It is in the public interest that permanent injunctive relief be issued herein to protect the people of the State of Iowa from any further losses from any similar conduct by the Defendants in Iowa in the future.

15. The State's petition for injunctive relief has not been presented to, or denied by, any other judge of the district court.

16. Iowa R. Civ. P. 1.207 provides that no security is required if the State is seeking injunctive relief.

FACTUAL ALLEGATIONS

17. Defendants engaged in, and still engage in, the business of providing home repairs or contractor services at the real property of Iowa consumers.

18. Defendants offered to sell home repairs or contractor services to Iowa consumers through direct sales, insurance referrals, the Yellow Pages, websites and internet services such as Home Advisor.

19. If a consumer expressed interest in hiring Defendants to provide home repairs or contractor services, Defendants met with the consumer at the consumer's home where a standardized form contract was finalized and signed by both parties. (Exhibits B and C)

20. Every contract for home repairs or contractor services between Defendants and Iowa consumers exceeded \$25.00 in value.

21. Most, if not all, of the contracts for home repairs or contractor services were purchased by the consumers for personal, family or household purposes.

22. Defendants sold the home repairs or contractor services at a place other than Defendants' place of business and then failed to furnish a fully completed receipt or copy of any contract showing the address of Defendants at the time of signing.

23. Defendants sold the home repairs or contractor services a place other than Defendants' place of business and then failed to furnish, at the time of contract acceptance, a fully completed receipt or copy of any contract containing the notification of the consumer's cancellation rights, and in the format and language provided in Iowa Code § 555A.2.

24. Defendants sold the home repairs or contractor services at a place other than Defendants' place of business and then failed to furnish two copies of a completed "Notice of Cancellation" containing the form and language to the consumer at the time that the parties entered into a contract.

25. Defendants sold the home repairs or contractor services at a place other than Defendants' place of business and then failed to include the seller's name, address, date of transaction, and proper date for the expiration of the consumer's right to cancel the transaction in a written Notice of Cancellation.

26. Defendant sold the home repairs or contractor services at a place other than Defendants' place of business and then failed to orally inform consumers of their right to cancel the contract on or before the third business day after the sale.

27. Defendant sold the home repairs or contractor services at a place other than Defendants' place of business and then failed to honor valid cancellations by consumers, and failed to refund all payments made under the contracts within ten business days of the cancellation.

28. Defendant Auten sold the home repairs or contractor services to correct damage

caused by a “catastrophe”¹ and failed to deliver a fully-completed and duplicate “Notice of Contract Obligation and Rights” to the consumers detailing the consumers’ contractual payment obligations in the event that their property and casualty insurance carrier insurance denied their insurance claims arising from the catastrophe.

29. Defendants represented to consumers that Defendants would begin home repairs or contractor services within a promised time period, without a reasonable basis for such representations.

30. Defendants represented to consumers that Defendants would complete home repairs or contractor services within a promised time period, and even “being prompt and proactive in completing project ahead of schedule”, without a reasonable basis for such representations.

31. Defendants represented to consumers that Defendants would complete home repair or contractor services in a specific manner and then failed to provide said services to the agreed specifications.

32. Defendants contracted with consumers to provide home repair or contractor services and then failed to provide labor or materials, or reimbursement of the consumers’ down payment.

33. Defendants accepted down payments from consumers for the provision of home repair or contractor services and then failed to provide labor or materials, or to repay the down payment to consumers.

34. Defendants contracted with consumers to provide home repair or contractor services, and then failed to perform the home repair and contractor services in a workmanlike manner and/or in a manner that complied with manufacturer standards and/or building codes, thus placing the

¹ Iowa Code § 103A.71(1)(a) defines “catastrophe” as “a natural occurrence including but not limited to fire, earthquake, tornado, windstorm, flood, or hail storm, which damages or destroys residential real estate.”

consumers at risk of physical and/or financial harm.

35. Defendants failed to inform consumers that Defendants had repeatedly failed to complete contracts for home repair or contractor services with earlier customers before entering into such contracts with consumers.

36. Defendants refused to respond to consumer complaint inquiries, or responded to consumer inquiries in a manner that delayed, hindered, or otherwise prevented, consumers from limiting their loss.

37. On information and belief, Defendants have on numerous occasions engaged in practices similar to those alleged in paragraphs 17 through 36, above, regarding the sales of home repairs or contractor services to other consumers.

CAUSES OF ACTION

Count I

Violations of Iowa Door-To-Door Sales Act - Iowa Code Chapter 555A

38. The State incorporates by this reference all allegations set forth in Paragraphs 27 through 37.

39. Defendants violated Iowa Code chapter 555A by selling home repairs or contractor services that were valued at more than \$25.00 to consumers for personal, family or household purposes, at a place other than the Defendants' place of business and then:

- a. violating Iowa Code § 555A.2 by failing to furnish a fully completed receipt or copy of any contract showing the address of the Defendant at the time of signing;
- b. violating Iowa Code § 555A.2 by failing to furnish at the time of signing a fully completed receipt or copy of any contract containing the notification of the consumers' cancellation rights required by this subsection, and in the format and language required by this subsection;

- c. violating Iowa Code § 555A.3 by failing to furnish two copies of a completed “Notice of Cancellation” containing the form and language to consumers at the time that the parties entered into a contract;
- d. violating Iowa Code § 555A.4(1) by failing to include the seller’s name, address, date of transaction, and proper date for the expiration of the consumers’ right to cancel the transaction in the written Notice of Cancellation required under Iowa Code § 555A.3;
- e. violating Iowa Code § 555A.4(3) by failing to orally inform consumers of their right to cancel the contract on or before the third business day after the sale; and
- f. violating Iowa Code § 555A.4(5) by failing to honor valid cancellations by consumers and refund all payments made under the contracts within ten (10) business days of the cancellation.

40. Pursuant to Iowa Code § 555A.5, Defendants’ failure to provide a copy of the contract to a buyer as required by Chapter 555A shall void any contract, note, instrument, or other evidence of indebtedness executed or entered into in connection with the contract.

Count II

Violations of State Building Code Act, Subchapter V - Iowa Code § 103A.71 (Residential Contractors – Repairs and Insurance – Prohibited Practices)

41. The State incorporates by this reference all allegations set forth in Paragraphs 17 through 37.

42. Defendant Auten violated Iowa Code § 103A.71(3) by contracting to provide goods or services to repair damage resulting from a “catastrophe” and failing to deliver a fully-completed and duplicate “Notice of Contract Obligation and Rights” to the consumers prior to or contemporaneously with entering into the contract.

43. Pursuant to Iowa Code § 103A.71(5), a contract entered into with a residential contractor is void if the residential contractor violates the notice requirements of Iowa Code § 103A.71(3).

Count III

Violations of Iowa Consumer Fraud Act - Iowa Code § 714.16

44. The State incorporates by this reference all allegations set forth in Paragraphs 17 through 37.

45. Pursuant to Iowa Code § 555A.6(2), each of Defendants' violations listed in Count I constitute violations of Iowa Code § 714.16(2)(a).

46. Pursuant to Iowa Code § 103A.71(6)(b), each of Defendants' violations listed in Count II constitute violations of Iowa Code § 714.16(2)(a).

47. Defendants further violated Iowa Code § 714.16(2)(a) in that Defendants acted, used or employed deception, fraud, false pretense, false promise, misrepresentation and/or concealment, suppression, or omission of material facts with the intent that consumers rely on the concealment, suppression or omissions, in violation of Iowa Code § 714.16(2)(a), in a manner including, but not limited to:

- a. representing to consumers that Defendants would begin home repairs or contractor services within a promised time period, without a reasonable basis for such representations;
- b. representing to consumers that Defendants would complete home repairs or contractor services within a promised time period, without a reasonable basis for such representations;
- c. representing to consumers that Defendants would complete home repair or contractor services in a specific manner and then failing to provide said services to the agreed specifications; and
- d. representing to consumers that Defendants could provide home repair or contractor services in Iowa when Defendants were legally prohibited from providing such services because Defendants were not properly registered as contractors with the Iowa Department of Workforce Development.

48. Defendants further violated Iowa Code § 714.16(2)(a) in that Defendants committed “unfair practices” in violation of Iowa Code § 714.16(2)(a), in a manner including, but not limited to:

- a. contracting with consumers to provide home repair and contractor services, and then failing to provide labor, materials or reimbursement of the consumers’ down payment;
- b. accepting payment from consumers as a down payment for the provision of home repair and contractor services and then failing to provide labor or materials, or repay the down payment to consumers;
- c. doing business and advertising under false names and/or pseudonyms without providing Defendants’ legal names or addresses, without registering the names or businesses as a “construction contractor” with Iowa Workforce Development, without registering the businesses as a Trade Name with the county recorder or incorporating the businesses with Iowa Secretary of State; or taking any other step so that a dissatisfied consumer could readily identify and contact the Defendants, or so that any consumer performing due diligence could identify Defendants before signing a home repair or construction contract and/or making a down payment;
- d. contracting with consumers to provide home repair and contractor services, and then failing to perform the home repair or contractor services in a workmanlike manner, and/or in a manner within industry standards, and/or in a manner that complied with manufacturer standards and/or building codes, thus placing the consumers at risk of physical and/or financial harm;
- e. failing to disclose to consumers at any time before entering into a contract for home repair or contractor services that the Defendants previously failed to complete multiple contracts for home repair or contractor services, and had multiple civil judgments against Defendants for breach of contract and other claims relating to the failure to perform home repair or contractor services; and
- f. refusing to respond to consumer inquiries, or responding to consumer inquiries in a manner that delayed, hindered, or otherwise prevented, consumers from limiting their loss.

49. Pursuant to Iowa Code § 714.16(7), the Court may make orders or judgments which are necessary to restore to any person in interest any moneys or property, real or personal, which may have been acquired by means of a practice declared to be unlawful by Iowa Code § 714.16.

REQUEST FOR RELIEF

50. The State respectfully requests that the Court order relief against Defendants Joshua Joseph Auten and Over the Top Construction, LLC, as follows:

- A. Permanent Injunction: That the Court, pursuant to Iowa Code § 714.16(7), issue a permanent injunction prohibiting the Defendants and their partners, officers, employees, agents, successors and all other persons, corporations and other entities acting in concert or participating with the Defendants, who have actual or constructive notice of the Court's injunctions, from all of the following:
1. owning, operating, controlling, directing, or otherwise profiting from any business in the State of Iowa that in any manner offers or provides home repairs or contractor services;
 2. advertising or offering any home repairs or contractor services to Iowa consumers;
 3. entering into any contracts to provide home repairs or residential services to Iowa consumers; and,
 4. advising, controlling, directing, managing, or otherwise exercising any authority to any extent regarding a business which, in whole or in part, provides home repairs or contractor services; including but not limited to, business practices, business plans, business models, hiring decisions, contracting decisions, or the like.
- B. Consumer Reimbursement: That the Court, pursuant to Iowa Code §§ 714.16(7), 555A.5, and/or 103A.71(5), order Defendants to restore any money to consumers whom the Court deems to be entitled to reimbursement as a result of Defendants' unlawful acts or practices.

- C. Civil Penalties: That the Court, pursuant to Iowa Code § 714.16(7), order Defendants to pay a civil penalty to the State in an amount not to exceed \$40,000.00 per violation.
- D. Costs: That the Court, pursuant to Iowa Code § 714.16(11), order Defendants to pay the State's costs including, but not limited to, reasonable attorney fees, court costs and investigative costs incurred in this action.
- E. Interest: That the Court award the State interest as permitted by law.
- F. That the Court grant any further relief as the Court deems just and equitable.

Respectfully submitted,

THOMAS J. MILLER
Attorney General of Iowa



Benjamin E. Bellus
Assistant Attorney General
Iowa Department of Justice
Consumer Protection Division
1305 East Walnut, Second Floor
Des Moines, IA 50319
Telephone: (515) 281-5926
Facsimile: (515) 281-6771
E Mail: Benjamin.Bellus@ag.iowa.gov

ATTORNEYS FOR THE STATE

BIG TIME BUILDERS

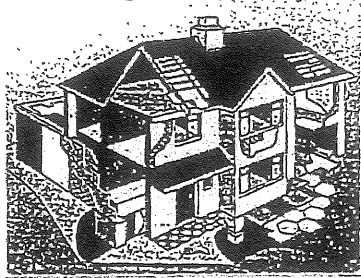
Josh Auten

Owner

515-724-2855

Fax: 515-259-9133

www.BigTimeBuilders.NET



BIG TIME BUILDERS

Big Time Builders

515-724-2855 • Fax: 515-259-9133
www.BigTimeBuilders.NET • Grimes, IA 50111

Customer Name: [REDACTED]

Date: 6/1/16

Address: [REDACTED]

City: Des Moines

State: IA

Zip: 50315

Best Phone Number: [REDACTED]

Email: [REDACTED]

We propose to furnish the following materials and equipment and perform all labor necessary to complete the following work:

- Changes and extra work not specified directly on print or contract detail given to contractor will create additional costs for labor, materials, and time frame may be extended.
- Contractor is not responsible for any unforeseen water or pest damage discovered. It may cause increased costs and time requirements.
- Deposit is non-refundable in the event of owner termination of contract.
- All changes on non-returnable merchandise will be paid for by customer at the time of the change order. Changes will be paid per original contract terms.
- Contractor will contain the dust from remodeling where possible. In signing this I understand that dust travels and is impossible to completely contain.
- All mirrors, breakable and valuable items will be secured by homeowner. All liability will be the homeowner's responsibility.
- All changes will be in writing from customer, approved by bank and/or contractor. Substantial changes will result in a minimum charge of \$500.00 unless agreed otherwise by contractor.
- Absolutely no penalties due to contractor being prompt and proactive in completing project ahead of schedule.
- While doing installations the home or business, materials and/or tools may be left out. Big Time Builders is not responsible for any injuries that residents and/or their guests may receive. Any and all injuries are the responsibility of the homeowner.

All material is guaranteed to be as specified. The above work is to be performed in accordance with the drawings and specifications submitted and completed in a substantial workmanlike manner for the sum of \$

With payments to be as follows:

- 1/2 down & 1/2 when work is done. PD 11750.00 Owed 11750.00
- Please understand that acts of God, extras, or subcontractors schedule may automatically extend the completion date.
- Not responsible for delivery time on special orders.
- Warranty: Labor holds a 2-year warranty; materials hold manufacturers warranty, no exceptions.

Acceptance

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above contract, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

Customer Signature: [REDACTED]

I personally guarantee the payment of contract will be in full.

Work to be completed:

Remodel kitchen space
Tear out wall above kitchen window
Install new kitchen cabinets
& countertop. Include built-in
Dishwasher & refrigerator
Install new stove & oven
30" replace vanity
Tile apron, install, & finish
Tile in new kitchen area
and 3 steps
Electrical & plumbing will be
done to code.
Paints will be handled by contractor
All material will be agreed
to by contractor & customer.

Subtotal: 23500.00

Tax: 0

Total: 23500.00

Respectfully Submitted.

Big Time Builders • Owner - Josh Auten
Office: 515-724-2855
Grimes, IA 50111

Note: This proposal/Contract may be withdrawn by Big Time Builders if not accepted within (3) days.

Customer has 3-days to cancel from invoice date.
(Sundays & Holidays are exempt.)

To cancel call 515-724-2855 or fax 515-259-9133.

Date: 6/1/16

Over The Top construction

Over The Top Construction
515-724-2855 • Fax: 515-259-9133
viper2221@yahoo.com • Grimes, IA 50111

Customer Name: [REDACTED]

Date: 2/27/17

Address: [REDACTED]

City: Des MoinesState: IAZip: 50315Best Phone Number: Start frame: 9/8/17 Email: 90% completion: 11/1/17

We propose to furnish the following materials and equipment and perform all labor necessary to complete the following work:

- Changes and extra work not specified directly on print or contract detail given to contractor will create additional costs for labor, materials, and time frame may be extended.
- Contractor is not responsible for any unforeseen water or pest damage discovered. It may cause increased costs and time requirements.
- Deposit is non-refundable in the event of owner termination of contract.
- All changes on non-returnable merchandise will be paid for by customer at the time of the change order. Changes will be paid per original contract terms.
- Contractor will contain the dust from remodeling where possible. In signing this I understand that dust travels and is impossible to completely contain.
- All mirrors, breakable and valuable items will be secured by homeowner. All liability will be the homeowner's responsibility.
- All changes will be in writing from customer, approved by bank and/or contractor. Substantial changes will result in a minimum charge of \$500.00 unless agreed otherwise by contractor.
- Absolutely no penalties due to contractor being prompt and proactive in completing project ahead of schedule.
- While doing installations the home or business, materials and/or tools may be left out. Over The Top Construction is not responsible for any injuries that residents and/or their guests may receive. Any and all injuries are the responsibility of the homeowner.

All material is guaranteed to be as specified. The above work is to be performed in accordance with the drawings and specifications submitted and completed in a substantial workmanlike manner for the sum of \$ Received \$25,000 3-28-17

With payments to be as follows:

- 1/2 down & 1/2 when work is done. PD _____ Owed _____
- Please understand that acts of God, extras, or subcontractors schedule may automatically extend the completion date.
- Not responsible for delivery time on special orders.
- Warranty: Labor holds a 2-year warranty; materials hold manufactures warranty, no exceptions.

Acceptance

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above contract, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

Customer Signature: [REDACTED]

Date: 2-27-17

I personally guarantee the payment of contract will be in full.

Work to be completed:

All work to be completed is on Attached copy.

Added is Front stoop
Tear out + Re pour
sidewalk tear out grade
and pour New

Contract void if unable
to secure financing.

\$25,000 - Down
\$25,000 - Day of start
\$25,000 - 90% complete
\$25,000 - at completion.

Received \$1000 - Down
Refundable if Not financed
Received 24,000 - Subtotal: 100,000.00
3-6-17 Tax: \$
Total: 100,000.00

Respectfully Submitted, John Risetter

Over The Top Construction • Owner - Josh Auten
Office: 515-724-2855
Grimes, IA 50111

Note: This proposal/Contract may be withdrawn by Over The Top Construction if not accepted within (0) days.

Customer has 3 days to cancel from invoice date.
(Sundays & Holidays are exempt.)

To cancel call 515-724-2855 or fax 515-259-9133.