

IN THE IOWA DISTRICT COURT FOR MUSCATINE COUNTY

FILED  
2008 JUN 23 PM 12:13  
JAMES L. FOLLENAER  
CLERK OF DISTRICT COURT  
MUSCATINE CO. IOWA

STATE OF IOWA ex rel. )  
THOMAS J. MILLER, )  
ATTORNEY GENERAL OF IOWA, )  
99AG25112 )

Plaintiff, )

v. )

JOHNATHAN C. AHLF, in his individual and )  
corporate capacities; )

KRISTEN N. LAIN, aka Kristen N. Ahlf, in her )  
individual and corporate capacities; and )

PROFIT ALLIANCE, INC., )  
dba Profit Alliance Recovery Consultants, )  
a Texas corporation, )

Defendants. )

Equity No. E10CV018307

**ORDER GRANTING  
TEMPORARY INJUNCTION**

On this 23<sup>rd</sup> day of June, 2008, the Court, having been presented on an *ex parte* basis by Assistant Attorney General Steve St. Clair with the Plaintiff's Petition In Equity and the Affidavit of Consumer Protection Division Investigator Al Perales, and having considered the application for a temporary injunction contained in the Petition, including counsel's certified reasons supporting Plaintiff's claim that a temporary injunction should issue without requiring advance notice (*see* Iowa R. Civ. P. 1.1507), determines that the application should be granted. In doing so, the Court calls the attention of Defendants to Iowa R. Civ. P. 1.1509, which provides that Defendants may move this Court at any time for an order dissolving, vacating or modifying this injunction, in which case a hearing is to be held within ten days of when the motion is filed.

**IT IS THEREFORE ORDERED** pursuant to Iowa R. Civ. P. 1.1501 *et seq.* and the Iowa Consumer Fraud Act, Iowa Code § 714.16, that Defendants, and each of them, and (as applicable) their 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 the Defendants who have actual or constructive notice of the Court's injunction are restrained and enjoined from engaging in any course of advertising, promotion, offer, or sale of a business opportunity (1) that violates the Iowa Consumer Fraud Act, Iowa Code § 714.16; (2) that violates the Iowa Business Opportunity Promotions Law, Iowa Code Ch. 551A, whether through failure to make required disclosures or otherwise; and/or (3) without limiting the foregoing, that misleads purchasers or prospective purchasers, through express or implied representations, or through omissions of material fact, or that reflects a failure to have adequate substantiation for performance claims at the time such claims are made, regarding:

a) The education, background, achievements, litigation history, or involvement in the operation of Profit Alliance, Inc., of any Defendant or any person or entity associated with Profit Alliance;

b) The relationship between United Business Solutions, Inc. (UBS) and any Defendant;

c) The extent of the income (if any) that a purchaser of the Profit Alliance business opportunity is reasonably likely to experience;

d) The extent to which prior purchasers of the Profit Alliance business opportunity generated income meeting or exceeding what they paid for the business opportunity;

e) The extent to which prior purchasers of the Profit Alliance business opportunity have

generated income meeting or exceeding income projections put forward by one or more Defendants;

f) The extent to which prior purchasers of the Profit Alliance business opportunity sought a full or partial refund of what they paid for a Profit Alliance business opportunity;

g) The relative ease or difficulty involved in profitably pursuing the Profit Alliance business opportunity;

h) The frequency with which business clients of the expense recovery services of Defendant Profit Alliance recover payments and/or save money, and the amounts involved in such recoveries or savings;

i) The size, longevity, location, revenue or assets of Defendant Profit Alliance, Inc.;

j) The extent, nature, or timing of the support or other services that any or all Defendants provide to business opportunity purchasers; and/or

k) The extent or nature of past media coverage of any Defendant.

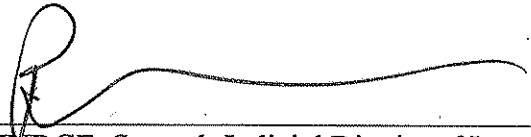
Defendants, and each of them, are further enjoined from failing to respond promptly, fully and truthfully to reasonable requests from Plaintiff for information calculated to provide assurance that Defendants are complying with the injunctive provisions of this Order. Without limiting the scope of the preceding sentence, a bi-weekly (fortnightly) request for updated transaction data (purchaser name, address, phone number, and date and amount of each payment) for all persons who made a full or partial payment for a business opportunity after the date of this Order shall be deemed a reasonable request.

Without limiting the foregoing, Defendants are not restrained from making refunds of payments made in connection with the acquisition or pursuit of a business opportunity, or from following through on commitments to, or otherwise assisting, persons who have acquired a business

opportunity, as permitted by law.

Plaintiff is directed to obtain service of this injunction upon Defendants as soon as circumstances permit.

**SO ORDERED.**

  
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JUDGE, Seventh Judicial District of Iowa  
*Marden*