
IN RE:

Rancher's Pride, LLC.,

Respondent.

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**ASSURANCE OF
VOLUNTARY COMPLIANCE**

The Attorney General of Iowa and Rancher's Pride, LLC., enter into this Assurance of Voluntary Compliance pursuant to Iowa Code § 714.16 (2009), the Iowa Consumer Fraud Act, and Iowa Code ch 555A., the Door-to Door Sales Act.

1. The term, "Respondents," as used herein shall apply to Rancher's Pride, LLC., and to its investors, owners, agents, employees, directly or indirectly, individually or in concert with others, through any corporate or other device.

2. The term, "Consumer(s)," as used herein shall apply to both potential purchasers of merchandise as well as actual purchasers of said merchandise.

3. Rancher's Pride, LLC., is a South Dakota corporation with its primary place of business of 27280 Kenworth Place, Harrisburg, SD 57032. It is registered to do business in Iowa.

4. Respondents engage in the business of marketing and selling merchandise¹, including meat and food products, through sales presentations in the homes of Iowa consumers.

5. The Attorney General has the authority, pursuant to Iowa Code Chapter 555A and 716.14 to enforce those chapters.

6. The Attorney General has received several formal complaints against the Respondents, as well as additional informal inquiries, from Iowa consumers. Respondents have,

¹ The term, "merchandise," as used herein, is as defined in Iowa Code § 714.16(1)(i).

over time, responded to consumer complaints made to the Attorney General in a manner acceptable to the Attorney General. Despite that cooperation, however, the Respondent has not resolved the violation of the three day notice of right to terminate provided to consumers under Iowa Code Ch 555A. Respondents continue to use forms and practices which do not comply with Chapter 555A.

ALLEGATIONS

7. The Attorney General alleges that, in the course of soliciting sales of merchandise, Respondents violated the Iowa Consumer Fraud Act by:
- a. failing to comply with Iowa Code Chapter 555A (Iowa Door to Door Sales Act) by failing to provide customers with a three day notice of right to cancel, or by providing a notice which does not comply with the requirements for the notice as set out in the statute,
 - b. failing to comply with Iowa Code Chapter 555A (Iowa Door to Door Sales Act) by failing to complete the Notice of Cancellation by entering the name of the seller, the address of the seller's place of business, the date of the transaction, and the date, not earlier than the third business day following the date of the transaction by which the buyer can give notice of cancellation as required by Iowa Code § 555A.4 (1)
 - c. failing to inform the buyer orally, at the time the buyer signs the contract, of the buyer's right to cancel, as required by Iowa Code §555A.4(3).
 - d. made false and deceptive statements concerning the product.

8. The Attorney General contends that the above-noted acts, statements and omissions by Respondents in relation to the sale of more than \$300,000 of merchandise to Iowa consumers constitute "unlawful acts" pursuant to Iowa Code §714.16(2)(a), and thus violate the Consumer Fraud Act.

9. In order to resolve outstanding violations of the Door to Door Sales Act, and to provide for future compliance, the AG and the Respondents agree to the following resolution.

RESOLUTION

10. Respondents agree to comply with the following conditions from the date of the signing of this Assurance:

a. Respondents shall comply in all respects with Iowa Code Chapter 555A (Iowa Door to Door Sales Act), a copy of which is attached to this Assurance as "Exhibit A".

b. Respondents shall not make any deceptive² or untrue representations to any consumer, including, but not limited to any representation of the cost, add-ons, surcharges, fees, or services included in the sale of a contract for the purchase of meat and food products, including any fees which may be charged upon termination or cancellation of the service contract.

c. Respondents shall timely respond to consumer complaints received from consumers, or from any third party on behalf of the consumers, including, but not limited to, the Attorney General of Iowa, within ten (10) business days from receipt of the complaints. Failure to respond to any complaint within the 10-day limit shall create the irrebuttable presumption that the consumers are entitled to a full cancellation of any contract as well as a full refund of any funds paid by consumers.

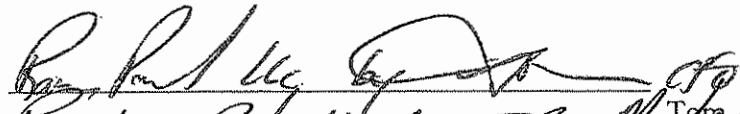
d. Respondents pay to the Attorney General, within thirty (30) days of the effective date this Assurance and in the manner the Attorney General directs, the sum of \$30,000, for the administration and implementation of Iowa's consumer protection laws pursuant to Iowa Code § 714.16C.

11. Respondents agree that a violation by Respondents of any requirement of this Assurance shall constitute an additional violation of the Iowa Consumer Fraud Act, Iowa Code § 714.16; and that violations by Respondents of any requirements of this Assurance shall constitute a violation of this contractual agreement with the State entitling a court to impose civil penalties against Respondents pursuant to Iowa Code § 714.16(7) as if the Respondents had violated a court injunction.


² The term "deceptive" or "deception," as used herein, is as defined in Iowa Code § 714.16(1)(f).

12. Respondents agree that this Assurance shall not in any way bar the Attorney General from taking further action regarding Respondents' solicitation of sales or sales of merchandise.

13. The parties agree that this Assurance will become binding and effective on Respondents when signed by authorized persons representing Rancher's Pride, LLC. Signature by a person purporting to represent Rancher's Pride, LLC. constitutes a representation by the person that he or she is authorized to enter into this agreement and bind the company.

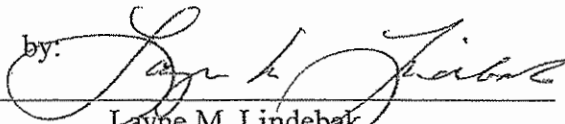

Ranchers Pride LLC by Tom A. Messenbrink
CFO Owner/President
For Rancher's Pride, LLC.

Executed before the undersigned Notary Public on this 31 day of August 2015.


Notary Public in and for the State of South Dakota



THOMAS J. MILLER,
ATTORNEY GENERAL OF IOWA

by: 
Layne M. Lindebak
Assistant Attorney General
Iowa Department of Justice
Special Litigation Division

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CONSUMER PROTECTION DIV.



27280 Kenworth Place
Harrisburg SD, 57032
Fax 1-605-368-9429

Mr. Al. Perales has stated the 30k
can be made in monthly sums and paid
back in up to 24 months.