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IN THE IOWA DISTRICT COURT FOR POLK COUNTY

STATE OF IOWA ex rel. THOMAS J. MILLER, ATTORNEY GENERAL OF IOWA Plaintiff, v. DALE GORDON TERRY d/b/a TERRY'S CONTRACTORS, 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 claim against Defendant Dale Gordon Terry, 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), 103A.71(6)(a) and 555A.6(2) to file a civil action against any person who has engaged in a practice declared to be unlawful under Iowa Code § 714.16, § 103A.71(6)(a) and/or Iowa Code Chapter 555A.

2. Defendant Dale Gordon Terry is the sole owner, officer, operator and managing agent of an unincorporated sole proprietorship named "Terry's Contractors". At all times relevant to this action, the residence and business address for Dale Gordon Terry d/b/a Terry's Contractor's was located a 1310 Norton Avenue, Des Moines, Iowa.

3. Defendant Terry is named in his individual capacity as well as his past or present corporate capacities.

4. Defendant Terry and Terry's Contractors have been offering and selling home repair and contractor services for at least seventeen years, but first registered as a "contractor" with Iowa Workforce Development on October 2, 2018. Terry's Contractors is not registered with the Iowa Secretary of State as a business in any capacity. At all times relevant to the transactions from which this suit arose, the place of business for Terry's Contractors was the same address as Defendant Terry's residence located a 1310 Norton Avenue, Des Moines, Iowa.

5. Defendant Terry formulated, directed, controlled, was a primary participant in, and had, or should have had, knowledge of the acts and practices of Terry's Contractors constituting the violations of Iowa law as alleged herein and, at all times relevant hereto, was an officer, director, sole owner, and/or managing agent of Terry's Contractors.

6. Unless otherwise specified, the term "Defendant" as referred to herein includes Dale Gordon Terry as well as any corporate name or trade name under which he operated, or is operating, a business; and his representatives, agents, independent contractors, assigns, successors, or other business entities, whose acts, practices or policies are or were directed, formulated or controlled by Dale Gordon Terry.

7. The phrase "home repairs or contractor services," as used herein, includes any labor or materials provided for work on any residential dwelling or commercial 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, foundations, interiors, roofs, porches, driveways, sidewalks, patios, fences, landscaping and snow removal.

8. The term "merchandise," as used herein, includes any objects, wares, goods,

commodities, intangibles, securities, bonds, debentures, stocks, real estate or services.[1]

9. The term "catastrophe," as used herein, means a natural occurrence including but not limited to fire, earthquake, tornado, windstorm, flood, or hail storm, which damages or destroys residential real estate. [2]

10. The phrase "residential contractor," as used herein, means a person in the business of contracting to repair or replace residential roof systems or perform any other exterior repair, exterior replacement, or exterior reconstruction work resulting from a catastrophe on residential real estate or a person offering to contract with an owner or possessor of residential real estate to carry out such work.[3]

VENUE

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

JURISDICTION

12. Iowa Code § 714.16 (2)(a) of the Iowa 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.

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[1] Iowa Code § 714.16(1)(i).
[2] Iowa Code § 103A.71(1)(a).
[3] Iowa Code § 103A.71(1)(b).

13. 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.

14. 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.

15. 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.

16. Iowa Code § 103A.71(6)(b) of the Iowa Residential Contractors – Repairs and Insurance Law (Iowa Code § 103A.71), provides in pertinent part: A violation of subsection 2 or 3 by a residential contractor is an unlawful practice pursuant to section 714.16.

17. Iowa Code § 555A.6(2) of the Iowa Door-To-Door Sales Act, provides in pertinent part: "A violation of this chapter (Iowa Code chapter 555A) is a violation of section 714.16, subsection 2, paragraph 'a'."

INJUNCTIONS

18. 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 Defendant in Iowa in the future.

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

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

FACTUAL ALLEGATIONS

The Defendant's Business Practices

21. Defendant engaged in the business of selling and providing home repairs or contractor services at the real property of Iowa consumers.

22. Defendant advertised and offered to sell home repairs or contractor services to Iowa consumers through referrals from nonprofit agencies providing disaster assistance to low income households, referrals from local community members, and contacts made through his position as an unsalaried "pastor" at a local church.

23. If consumers expressed interest in hiring Defendant to provide home repairs or contractor services, Defendant met with the consumers at the consumers' home where Defendant regularly made reference to his position as a pastor and presented consumers with a business card identifying himself as "senior pastor" for a local church. (Exhibit A)

24. If the consumers agreed to hire Defendant to provide home repairs or contractor services, Defendant completed a standardized form contract which was signed by both parties. (Exhibit B)

25. Every contract for home repairs or contractor services between Defendant and Iowa consumers exceeded $25.00 in value.

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

27. Defendant sold the home repairs or contractor services at a place other than Defendant's 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 consumers' cancellation rights, and in the format and language provided in Iowa Code § 555A.2.

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

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

30. Defendant sold the home repairs or contractor services at a place other than Defendant's 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.

31. Defendant sold the home repairs or contractor services at a place other than Defendant's 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.

32. Defendant contracted with consumers as a residential contractor to provide goods and services to repair damage to their residential real estate resulting from a catastrophe and failed to provide consumers with written notice of their contract obligations and rights as victims of a catastrophe.

33. Defendant contracted with consumers as a residential contractor to provide goods and services to repair damage to their residential real estate resulting from a catastrophe; and failed to obtain the executed confirmation from consumers that they received written notice of their contract obligations and rights as victims of a catastrophe prior to entering into the contract.

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

35. Defendant represented to consumers that Defendant would complete home repairs or contractor services within a promised time period, and even included a written start date and finish date, without a reasonable basis for such representations.

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

specifications.

37. Defendant contracted with consumers to provide home repair or contractor services and then failed to provide all labor or materials, or reimbursement of the consumers' payment.

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

39. Defendant accepted payments from consumers for home repair and contractor services and then failed to timely pay subcontractors and/or materials suppliers for materials and services provided on the consumers' contract; thus placing the consumers at risk that the unpaid third parties would place mechanics liens against the consumers' properties or otherwise force the consumers to pay twice for the same work or materials;

40. Defendant 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 or public safety codes; thus placing the consumers at risk of physical and/or financial harm, and/or causing consumers physical and/or financial harm.

41. Defendant contracted with consumers to provide home repair or contractor services and then only partially performed on the contracts to the point of placing the consumers in a worse position, and at greater risk of further harm from the environment or criminal activity.

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

43. Defendant refused to respond to consumer complaints or responded to consumer inquiries in a manner that delayed, hindered, or otherwise prevented, consumers from limiting their losses; including but not limited to, repeatedly claiming that he was unable to communicate with the consumer or address the consumer's concerns because he was attending to duties as a pastor or other volunteer endeavors.

44. On information and belief, Defendant has on numerous occasions engaged in practices similar to those alleged in paragraphs 21 through 43, above, regarding the sales of home repairs or contractor services to other consumers.

The State's Investigation

45. On or about January 22, 2019, the Consumer Protection Division of the Attorney General's Office received a written complaint from Polk County resident and homeowner Sahr Saidu. Within that complaint, Saidu state that:

a. Saidu entered into a contract with Defendant for home repairs or contractor services on August 15, 2018 in which Defendant agreed to provide an extensive rehabilitation to Saidu's house including, but not limited, remove foundation walls and basement floors and build a new foundation and basement walls, install new furnace and central air conditioner, replace all windows, replace all drywall and interior trim in the house, fully remodel kitchen, install three bathrooms with fixtures, bring all electrical service to current standards, install siding, etc.

b. Defendant contracted to provide these home repairs or contractor services for $41,500, of which Saidu had already paid him $28,800.

c. At the time that Saidu filed his complaint with the State, and as of the date of this petition, Defendant had provided no home repairs or contractor services to Saidu beyond demolishing the basement floor and removing one basement wall which left the house exposed to the elements for almost a year and placed Saidu in a worse position than before signing the contract.

46. Upon further investigation, the State discovered that Defendant had obtained state disaster relief funds through IMPACT Community Action Partnership for contracts with low-

income families requiring home repairs or contractor services due to flood damage to their homes. Multiple clients for IMPACT filed complaints with the State such as:

a. Phillip and Susan Tilton - Defendant contracted with the Tiltons on September 6, 2018 for the installation of a retaining wall, drain tile and the support to an exterior wall. IMPACT paid Defendant $5,000 and yet no labor or materials were provided. The Tiltons remain at risk of further damage from the elements due to Defendant's unlawful conduct.

b. Richard Savage and Laura Bonwell - Defendant contracted with the Savage and Bonwell on July 30, 2018 for waterproofing to their home's basement walls, installation of floor tiles, electrical rewiring, a new sump pump, and other repairs. Defendant contracted to complete the project within one week and IMPACT paid Defendant $3,731.50. Defendant partially installed the floor tiles in a substandard manner before failing to return to the project. Defendant also partially removed dirt and concrete from the foundation before failing to return to the project, which placed the consumers in a worse situation than before they signed the contract. Savage and Bonwell remain at risk of further damage from the elements due to Defendant's unlawful conduct.

c. Alamanda Nazworthy - Defendant contracted with Nazworthy on July 6, 2018 to remove her old foundation and install floor jacks, concrete pads, support beams, concrete block, egress windows and waterproof the exterior walls. Defendant contracted to complete the project within two weeks and IMPACT paid Defendant $5,000. Defendant failed to seal the foundation cracks, install pea gravel for drainage, and backfill dirt around the foundation. Nazworthy remains at risk of further damage from the elements due to Defendant's unlawful conduct.

d. Brenda Myers - Defendant contracted with Myers on September 26, 2018 to remove dirt from around her foundation, repair her foundation, seal her foundation and install a sump pump. IMPACT paid Defendant $5,000 and yet no services or materials have been provided as of this date. Myer remains at risk of further damage from the elements due to Defendant's unlawful conduct.

e. Carlotta Muhammad - Defendant contracted with Muhammad on July 31, 2018 to remove dirt and old concrete from her foundation, repair her foundation, seal her foundation, install a sump pump, and install a new water heater. Defendant contracted to complete the project within one week and IMPACT paid Defendant $4,150. Defendant improperly installed a sump which failed to operate and provided no foundation repair, the sum of which placed Muhammad in worse position than before she signed the contract.

Muhammad remains at risk of further damage from the environment due to Defendant's unlawful conduct.

f. Maha Swadi - Defendant contracted with Swadi on August 1, 2018 to seal her foundation, clean and repair her interior walls and install ceramic tile on the basement floor. Defendant contracted to complete the work within two weeks and IMPACT paid Defendant $5000. Defendant partially completed the contract before failing to return to the project. Swadi was forced to pay another contractor to install the tiles and paint the basement walls.

g. Mary Tarter - Defendant contracted with Tarter on November 9, 2018 to install two doors and IMPACT paid Defendant $500. Defendant provided substandard labor and damaged the door frame upon installation; and then left unused materials in Tarter's yard.

h. Luz Landucci – Defendant contracted with Landucci on October 1, 2018 to install two doors and new locks; and to grade back her backyard and install a concrete wall to prevent flooding. Defendant contracted to complete the contract within three days and Impact paid Defendant $5,000. Defendant failed to grade the yard and, instead of building a concrete flood wall, set retaining wall blocks on the surface of the ground with no excavation, ground anchoring, leveling, sealing, or other flood wall preparation. Landucci remains at risk of further damage from the environment due to Defendant's unlawful conduct.

47. Based on these and other consumer complaints, as well as Defendant's extensive negative court history and the fact that Defendant had 32 open building permits in Polk County dating back to 2002, the State initiated an investigation by serving an investigative subpoena for his testimony at the Consumer Protection Division at 1:30 p.m. on April 25, 2019; which was personally served on Defendant on April 17, 2019.

48. Defendant did not contact the State until leaving a message at 8:15 a.m. on April 25th stating that he could not attend the testimony because he was performing a funeral in Cape Girardeau, Missouri on that same day; and then provided that same reason for not attending the testimony in later conversations with the State that same day. An investigation by the State subsequently established that defendant did not perform a funeral on that date, nor was he in

Cape Girardeau on that date.

49. After numerous exchanges, Defendant did provide testimony on May 7, 2019 during which he was given the opportunity to resolve some consumer complaints by completing the contracts and providing documents to verify his claims that he has purchased materials for some contracts and provided labor. However, Defendant failed to complete contracts or verify his claims and instead:

a. Produced documents that he claimed were contemporaneous receipts proving that he bought materials for specific consumers when he was paid for contracts - but were instead "picking" forms from materials suppliers that did not represent an actual purchase, were generated after his testimony, and were being claimed as proof of a purchase when no purchase was actually made. [4]

b. Produced documents that he claimed were receipts proving that he bought materials for specific consumers when he was paid for contracts - but were instead "picking" forms from materials suppliers that did not represent an actual purchase, were generated after his testimony, and were claimed for an amount higher than the cost of the item actually purchased.

c. Agreed to meet the State's investigator at a storage site to show her a furnace, air conditioning unit and fourteen windows that he repeatedly stated he had already purchased for the Saidu contract, and for which he produced alleged receipts for the purchases; and then called the investigator the day before the meeting to report them stolen.

d. Repeatedly failed to meet with consumers at the time and place agreed in order to address their complaints.

e. Repeatedly reported progress on complaints to the State that was not verified by the consumers nor verified upon inspection by the State's investigators.

50. On May 23, 2019, the Bureau of Environmental Health Services of the Iowa

[4] A pick list is a document containing the list of materials to be picked from inventory for manufacturing orders or shipping orders. There can be three types of pick lists: a. Printed Pick List: List of materials to be picked for manufacturing. b. Collective Pick List: List of goods to be picked from a warehouse to complete the order given by a debtor. c. Dispatch Lists: A document given to the dispatch staff that indicates that the goods are ready to be delivered to the debtor.

Department of Public Health issued an "Order Imposing Civil Penalty"[5] against the Defendant imposing a civil penalty in the amount of $4,540 for Defendant's multiple violations of the lead abatement and inspection provisions of Iowa Code §§ 135.105A and 135.105C, and the related provisions in the Iowa Administrative Code.

CAUSES OF ACTION

Count I

Violations of the Iowa Residential Contractors – Repairs and Insurance Law (Iowa Code § 103A.71)

51. The State incorporates by this reference all allegations set forth in paragraphs 21 through 50.

52. Defendant violated Iowa Code § 103A.71 by acting as a residential contractor and contracting to provide goods and services to repair damage to residential real estate resulting from a catastrophe and then:

a. violating Iowa Code § 103A.71(4)(a) by failing to provide each consumer with a fully completed duplicate "Notice of Contract Obligations and Rights" in at least ten-point bold type with the format and content required by and

b. violating Iowa Code § 103A.71(4)(b) failing to obtain the consumer's signature on a "Notice of Contract Obligations and Rights" prior or contemporaneously with entering into the contract.

53. Pursuant to Iowa Code § 103A.7(5), Defendants' failure to provide a proper copy of the Notice of Contract Obligations and Rights or to obtain a copy signed by the consumer prior to or contemporaneously with the contract voids the contract.

[5] Case No. 2019-02-02

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Count II

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

54. The State incorporates by this reference all allegations set forth in paragraphs 21 through 50.

55. Defendant 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 Defendant's place of business and then:

a. violating Iowa Code § 555A.2 by failing to furnish at the time of the transaction 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;

b. violating Iowa Code § 555A.3 by failing to furnish two copies of a completed "Notice of Cancellation", containing the statutorily-mandated form and language, to consumers at the time that the parties entered into a contract;

c. violating Iowa Code § 555A.4(1) by failing to furnish two copies of the "Notice of Cancellation" to consumers, and complete both copies by entering the name of the seller, the address of the seller's place of business, the date of the transaction, and the date by which the consumers may give notice of cancellation;

d. 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

e. 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.

56. Pursuant to Iowa Code § 555A.5, Defendant's 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.

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Count III

Violations of Iowa Consumer Fraud Act (Iowa Code § 714.16)

57. The State incorporates by this reference all allegations set forth in paragraphs 21 through 50.

58. Pursuant to Iowa Code § 103A.7(6)(b), each of Defendant's violations listed in Count I constitute a violation of Iowa Code § 714.16(2)(a).

59. Pursuant to Iowa Code § 555A.6(2), each of Defendant's violations listed in Count II constitute a violation of Iowa Code § 714.16(2)(a).

60. Defendant further violated Iowa Code § 714.16(2)(a) in that Defendant 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 Defendant would begin home repairs or contractor services within a promised time period, without a reasonable basis for such representations;

b. representing to consumers that Defendant would complete home repairs or contractor services within a promised time period, without a reasonable basis for such representations; and

c. representing to consumers that Defendant would complete home repair or contractor services in a specific manner and then failing to provide said services to the agreed specifications.

61. Defendant further violated Iowa Code § 714.16(2)(a) in that Defendant 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' payment;

b. accepting payment from consumers for the provision of home repair and contractor services and then failing to provide labor or materials, or repay the payment to consumers;

c. accepting payment from consumers for home repair and contractor services and then failing to timely pay subcontractors and/or materials providers for materials and services provided on the consumers' contract; thus placing the consumers at risk that the unpaid third parties would place mechanics liens against the consumers' properties or otherwise force the consumers to pay twice for the same work or materials;

d. contracting with consumers to provide home repair and contractor services and then failing to perform the home repair and 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 or public health codes; thus, placing the consumers at risk of physical and/or financial harm, and/or causing consumers physical and/or financial harm;

e. contracting with consumers to provide home repair or contractor services and then only partially completing the contract to the point where the consumers were in a worse condition, and at greater risk of further harm from the environment or criminal activity;

f. failing to disclose to consumers at any time before entering into a contract for home repair or contractor services that the Defendant previously failed to complete multiple contracts for home repair or contractor services and had multiple civil judgments against Defendant for breach of contract and other claims relating to the failure to perform home repair or contractor services; and

g. refusing to respond to consumer complaint inquiries or responding to consumer inquiries in a manner that delayed, hindered, or otherwise prevented, consumers from limiting their losses.

REQUEST FOR RELIEF

62. The State respectfully requests that the Court order relief against Defendant Dale Gordon Terry, as follows:

A. Permanent Injunction: That the Court, pursuant to Iowa Code § 714.16(7), issue a

permanent injunction prohibiting the Defendant from all 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 residential services to Iowa consumers;

3. entering into any contracts to provide home repairs or contractor 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), order Defendant to restore any money to consumers whom the Court deems to be entitled to reimbursement as a result of Defendant's unlawful acts or practices.

C. Civil Penalties: That the Court, pursuant to Iowa Code § 714.16(7), order Defendant to pay a civil penalty to the State in an amount not to exceed $40,000.00 per each violation.

D. Costs: That the Court, pursuant to Iowa Code § 714.16(11), order Defendant 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

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ATTORNEYS FOR THE STATE

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PASTOR DALE TERRY
Senior Pastor

[redacted] CHURCH
[redacted]
Des Moines, IA 50313

Church Phone: [redacted]
Cell: [redacted]

PHILIPPIAN 4:13
I CAN DO ALL THINGS THROUGH HIM WHO STRENGTHENS ME.

CHURCH SERVICE HOURS

Tues 6:30pm - Youth Bible Study
Wed 6:15pm - Women's Mission
Wed 7:00pm - Bible Study
Sun 9:00am - Sunday School
Sun 10:00am - Morning Service
Every 3rd Sunday 4:00pm - Hour of Power

EXHIBIT A

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Proposal/ Contract

5/29/2017

Terry's Contractor
1310 Norton Ave.
Des Moines IA. 50314

Proposal submitted to: [redacted]
Address [redacted] Des Moines IA., 50313
Phone number: [redacted]

Job Title: Remodel
Date of Plans: upon signing

We hereby submit specifications and estimates for: Remodel Interior/Exterior

1.) Remove all old drywall and trim from interior of home walls and ceilings, Install new drywall, mudd, tape, texture, and paint throughout, customer choice of color.
2.) Remove all old windows, install approx. 13 new pre-hung windows only where discussed, install approx. 12 new pre- hung doors for bedrooms, bath, and closets.
3.) Make kitchen wider with new cabinets and countertops.
4.) Install (3) bathrooms, (2) upstairs, and (1) downstairs with fixtures.
5.) Finish all hardwood floors, install ceramic tile in all bathrooms and kitchen.
6.) Remove all foundation walls and floor in basement. Dig down one foot deep to install new block and concrete floor.
7.) Bring all electrical up to code, with all new ceiling fans in all rooms.
8.) Move stack pipe and plumbing, install siding vinyl, remove chimney.
9.) Install front concrete steps. contractor will make sure all electrical and plumbing is to code.
10.) Install furnace, central air unit.
11.) Replace entire roof 6,000.00 not included in this price, separate arrangements made.
12.) Two (2) months to complete in full after all permits.

We propose hereby to furnish material and labor-complete in accordance with above specifications for the sum of:

$41,500.00 Forty Thousand_____ Dollars

$10,000 down part material and equipment, $15,000 after windows, and part footing, $8,000 after 5TH week, $8,500 when complete

With payments to be made as follows: upon agreement.

Any alterations or deviation from above specifications involving extra cost will be executed upon written order, and will become an extra charge over above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted Mike Tuey

NOTE—this proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are Hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature [redacted]

EXHIBIT B

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A-NC3819 / T-3850 - 3-part carbonless

contractors proposal

Proposal

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Dale Terry
1310 Norton
Desmoines Ia.
515 770-2054

Add on to original Contract

PROPOSAL SUBMITTED TO: [redacted]	JOB NAME Same	JOB #
ADDRESS [redacted]	JOB LOCATION Same	
Desmoines Ia. 50313	DATE 8-15-18	DATE OF PLANS 8-15-18
PHONE # [redacted]	FAX #	ARCHITECT Remodel

We hereby submit specifications and estimates for: Remodel Interior / Exterior

1) Remove all old drywall and trim from walls and ceilings, Install new drywall, mudd, tape texture and paint throughout customers choice of color.
2) Remove all old windows, install approx 13 new prehung windows, install approx. 12 new prehung doors for bedrooms, baths and closets.
3) Make kitchen wider with new cabinets and counter tops.
4) Install (3) Bathrooms (2) up stairs and (1) down stairs with fixtures
5) Finish all hardwood floors, Install ceramic tile all bathrooms and kitchen
6) Remove all foundation walls, and floors in basement dig down one foot deep install all new block and concrete floor. Install Hot water tank
7) Bring all electrical up to code, with all new ceiling fans in all rooms
8) Move stack pipe and plumbing, Install siding vynal, Remove chimney
9) Install front concrete steps, Contractor will clean up and haul away
10) Install furnace, central air unit, 11) Replace entire roof $6000.00
not included in this price, separate arrangements made.
12) Two 2 months to complete in full after all permits.

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

$ Fourtyone Thousand Five Hundred Dollars

with payments to be made as follows: $10,000.00 down part material equipment $5000.00 after windows and roofing $8000.00 after 5th wk $8000.00 when complete

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted to Dan Terry

Note — this proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature [redacted]