

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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

Plaintiff,

v.

**COUNTRYWIDE PRINTING AND
MAILING SERVICES, LLC**
An Arizona corporation;

and

TROY V. FISH; in his
individual capacity and corporate capacities;

Defendants.

EQUITY No. EQCE083767

CONSENT JUDGMENT

The Court, having been presented by Assistant Attorney General J. Andrew Cederdahl with this Consent Judgment, finds and orders as follows:

1. This Consent Judgment, which has been approved by all Defendants, is intended to resolve this litigation pursuant to IOWA CODE § 714.16, the Iowa Consumer Fraud Act (CFA), and IOWA CODE § 714.16A, the Older Iowans Act (OIA). For purposes of entry of this Consent Judgment, the above-captioned Defendants agree that any and all service or notice requirements relating to this Consent Judgment may be fully met through Plaintiff's prompt emailing of a file-stamped copy of this document to Defendant Troy Fish's attorney, Jeffrey Perkins.

2. The Court has jurisdiction of the parties and subject matter.

3. Defendants deny that they, or (as applicable) their agents, owners, officers, directors, or employees are legally responsible for any conduct in violation of the CFA or the OIA, and this Consent Judgment is not an admission of liability by those individuals or entities.

4. The Court finds that this Consent Judgment should be entered.

IT IS THEREFORE ORDERED, pursuant to Iowa R. Civ. P. 1.1501 *et seq.*, the CFA, and the OIA, that Countrywide Printing and Mailing Services, LLC, and Troy V. Fish, in his personal and corporate capacities (hereinafter “Defendants”), and Defendants’ employees, successors, principles, partners, members, agents, representatives, subsidiaries, assigns, parent or controlling entities, and all other persons, corporations or other entities acting in concert or participating with one or more Defendants who have actual or constructive knowledge of this Consent Judgment, shall refrain, now and at all times in the future, from engaging in or participating, directly or indirectly, in any form of business operation involving printing and mailing services (a) to Iowa consumers or (b) that are conducted in whole or in part from any location in the State of Iowa. “Printing and mailing services” means the provision of mailer solicitation documents (for any for-profit business or non-profit entities), mailer advertisement documents (for any for-profit business or non-profit entities), artistic or any other graphic designs for documents placed into the mail, consulting services regarding mail solicitations, and materials used in mailing documents (envelopes, stamps, etc).

IT IS FURTHER ORDERED that the Defendants shall inform all of the Defendants’ future business or non-profit clientele that the clients are not permitted to use Defendants’ printing and mailing services in order to send mailer documents to Iowa residents. Defendants shall immediately cease provision of printing and mailing services to any clientele who, at any point, begin sending printing and mailing services documents prepared by Defendants to Iowa residents in contravention of the Defendants agreement(s), upon Defendants’ actual or constructive knowledge of said contravention.

IT IS FURTHER ORDERED that the Defendants, jointly and severally, shall pay to the Attorney General \$10,000.00 in the manner instructed by the Attorney General, such sum to be deposited in the Consumer Fraud Enforcement Fund referred to in Iowa Code § 714.16C. The Defendants are permitted a six-month time period, beginning on the date this Consent Judgment is entered, in which to complete the \$10,000.00 payment to the Attorney General.

IT IS FURTHER ORDERED that the Defendants shall refrain from selling, renting, sharing, transferring, making available for use by others, or making any other use whatsoever of the names and/or other identifying or personal information of persons with Iowa addresses who previously responded to solicitations from Defendants, and shall promptly destroy the identifying or personal information.

IT IS FURTHER ORDERED that Troy Fish shall cooperate with the Attorney General's investigation of this matter and potential prosecution of any and all other entities and individuals involved in this matter. "Cooperate" means that Troy Fish agrees to provide truthful statements under oath, and in response to questions posed by the Attorney General, regarding mail solicitations of Iowa residents in which he participated. A violation of Mr. Fish's agreement to cooperate is contempt of court, and gives rise to all the remedies of IOWA CODE § 665.

IT IS FURTHER ORDERED that the Defendant shall comply with reasonable requests from the Attorney General for information relating to compliance with this Consent Judgment.

IT IS FURTHER ORDERED that nothing contained in this Consent Judgment shall be construed to waive any individual right of action by a consumer or a local, state, federal or other governmental entity.

IT IS FURTHER ORDERED that nothing herein diminishes the requirements, duties, obligations, or powers set forth in the CFA.

IT IS FURTHER ORDERED that the Attorney General's execution of this Consent Judgment and its subsequent entry by the Court constitutes a settlement, and a release of the Defendants from any and all liability for conduct that (i) occurred prior to entry of this Consent Judgment; and (ii) would violate the CFA and OIA. The Attorney General may seek to enforce violations of this Consent Judgment.


IT IS FURTHER ORDERED that, in addition to whatever other legal remedies may be available, a material violation of this Consent Judgment constitutes a violation of the Consumer Fraud Act, Iowa Code § 714.16 (CFA), and each such violation by any of the Defendants et. al. of this Consent Judgment, if established by a preponderance of the evidence in an enforcement action by the Attorney General, gives rise to all of the remedies provided in the CFA.

IT IS FURTHER ORDERED that the Court retain jurisdiction to enforce this Consent Judgment.


IT IS FURTHER ORDERED that the Defendants pay court costs, if any.

SO ORDERED.

Date: 11/9/2018


Jeffrey Perkins
Attorney for Countrywide Printing and Mailing
Services, LLC and Troy V. Fish

Date: 11/9/2018


J. Andrew Cederdahl
Assistant Iowa Attorney General



State of Iowa Courts

Type: OTHER ORDER

Case Number **Case Title**
EQCE083767 STATE OF IOWA VS COUNTRYWIDE PRINTING ET AL

So Ordered

A handwritten signature in black ink, which appears to read "Arthur E. Gamble". The signature is written in a cursive style.

Arthur E. Gamble, Chief District Judge,
Fifth Judicial District of Iowa