

Filings

Title: MICHAEL E THORSON VS PROMETHEUS INC AKA THE BOHEMIAN

Case: 06571 EQCV099092 (LINN)

Citation Number:

<u>Event</u>	<u>Filed By</u>	<u>Filed</u>	<u>Create Date</u>	<u>Last Updated</u>	<u>Action Date</u>
Return of Service - Execution	LINN COUNTY SHERIFF	05/04/2023	05/04/2023	05/04/2023	
<i>Documents:</i> RETURN OF SERVICE - EXECUTION					
Other Order	MILLER PAUL D	04/21/2023	04/21/2023	04/21/2023	
<i>Comments:</i> MOTION IS GRANTED/ DEFENDANT MUST PRODUSE THE SUPPLEMENTAL MATERIAL ON OR BEFORE 2 WEEKS FROM THIS ORDER/ SEE ORDER					
<i>Documents:</i> Other Order					
Motion	LANGSTON ERIC JAY	04/20/2023	04/21/2023	04/21/2023	
<i>Comments:</i> DEBTOR'S EXAMINATION					
<i>Documents:</i> MOTION					
Other Order	ANDERSON LARS G	03/30/2023	03/30/2023	03/30/2023	
<i>Comments:</i> MOTION TO APPROVE DEFENDANT'S CONSENT TO SERVICE GRANTED					
<i>Documents:</i> Other Order					
Motion	LANGSTON ERIC JAY	03/15/2023	03/15/2023	03/15/2023	
<i>Comments:</i> MOTION TO APPROVE SERVICE OF DEFENDANT					
<i>Documents:</i> MOTION ATTACHMENT ATTACHMENT ATTACHMENT					
Other Order	ANDERSON LARS G	03/11/2023	03/13/2023	03/13/2023	
<i>Comments:</i> DEFENDANTS TO APPEAR AT THE IOWA DISTRICT COURT FOR LINN COUNTY IN CEDAR RAPIDS, IOWA ON APRIL 18, 2023 AT 10:30 A.M/ SEE ORDER					
<i>Documents:</i> Other Order					
Motion	LANGSTON ERIC JAY	03/10/2023	03/10/2023	03/10/2023	
<i>Comments:</i> MOTION TO ADJOURN AND RESCHEDULE DEBTOR'S EXAMINATION					
<i>Documents:</i> MOTION					
Other Order	ANDERSON LARS G	03/09/2023	03/10/2023	03/10/2023	
<i>Comments:</i> PROMETHEUS, INC. A/K/A THE BOHEMIAN TO APPEAR AT THE IOWA DISTRICT COURT FOR LINN COUNTY ON APRIL 6, 2023 AT 10:30 A.M					
<i>Documents:</i> Other Order					
Answer of Garnishee	LANGSTON ERIC JAY	03/08/2023	03/09/2023	03/09/2023	
<i>Comments:</i> RETURN OF SERVICE - NOTICE OF GARNISHMENT AND INTERROGATORIES					
<i>Documents:</i> ANSWER OF GARNISHEE					
Other Application	LANGSTON ERIC JAY	03/08/2023	03/09/2023	03/09/2023	
<i>Comments:</i> APPLICATION FOR ORDER FOR DEBTOR'S EXAMINATION					
<i>Documents:</i> OTHER APPLICATION					
Other Order	ANDERSON LARS G	03/07/2023	03/08/2023	03/08/2023	
<i>Comments:</i> COURT TAKES NO FURTHER ACTION AT THIS TIME ON PLAINTIFF'S NOTICE/ SEE ORDER					
<i>Documents:</i> Other Order					

Notice	LANGSTON ERIC JAY	03/07/2023	03/07/2023	03/07/2023
<i>Comments:</i> NOTICE OF DEBTOR EXAM				
<i>Documents:</i> NOTICE				
Answer of Garnishee	LINN COUNTY SHERIFF	02/22/2023	02/23/2023	02/23/2023
<i>Documents:</i> ANSWER OF GARNISHEE				
EXECUTION - GENERAL	PROMETHEUS INC	02/14/2023	02/14/2023	05/04/2023
<i>Comments:</i> LINN				
<i>Documents:</i> EXECUTION - GENERAL				
Notice	LANGSTON ERIC JAY	02/13/2023	02/14/2023	02/14/2023
<i>Comments:</i> NOTICE OF GARNISHMENT				
<i>Documents:</i> NOTICE				
Other Event	LANGSTON ERIC JAY	02/13/2023	02/14/2023	02/14/2023
<i>Comments:</i> DICTATION TO SHERIFF				
<i>Documents:</i> OTHER EVENT				
PRAECIPE	LANGSTON ERIC JAY	02/13/2023	02/14/2023	02/14/2023
<i>Documents:</i> PRAECIPE				
CONFESSION JUDGMENT	BRUNS CHRISTOPHER LEE	02/06/2023	02/08/2023	02/08/2023
<i>Documents:</i> CONFESSION JUDGMENT				
Motion	LANGSTON ERIC JAY	01/17/2023	01/17/2023	01/17/2023
<i>Documents:</i> MOTION				
Other Event	LANGSTON ERIC JAY	12/29/2022	01/03/2023	01/03/2023
<i>Comments:</i> ERRATUM				
<i>Documents:</i> OTHER EVENT ATTACHMENT ATTACHMENT				
Other Order	BRUNS CHRISTOPHER LEE	12/16/2022	12/19/2022	12/19/2022
<i>Comments:</i> COURT WILL RULE ON THE FEE REQUEST WITHOUT FURTHER ARGUMENT AND WITHOUT FURTHER HEARING AFTER JANUARY 10, 2023				
<i>Documents:</i> Other Order				
Order setting hearing	TURNER MITCHELL E	11/02/2022	11/03/2022	11/03/2022
<i>Comments:</i> RE; MOTION FOR ATTORNEY FEES/HEARING IS SET FOR DECEMBER 16, 2022, AT 10:00 A.M. AT THE LINN COUNTY COURTHOUSE IN CEDAR RAPIDS, IOWA.				
<i>Documents:</i> Order setting hearing				
Motion for Hearing	LANGSTON ERIC JAY	10/31/2022	11/01/2022	11/01/2022
<i>Comments:</i> MOTION FOR HEARING RE ATTORNEY FEES				
<i>Documents:</i> MOTION FOR HEARING				
Objection	HECKEL JOHN M	10/27/2022	10/28/2022	10/28/2022
<i>Comments:</i> OBJECTIONS TO PROPOSED DECREE				
<i>Documents:</i> OBJECTION				
Other Order	CLAY VALERIE L	10/26/2022	10/26/2022	10/26/2022
<i>Comments:</i> RE: PLAINTIFF'S PROPOSED ORDER - SEE ORDER				
<i>Documents:</i> Other Order				
Objection	HECKEL JOHN M	10/25/2022	10/26/2022	10/26/2022

<i>Comments:</i> OBJECTIONS TO PROPOSED DECREE				
<i>Documents:</i> OBJECTION				
Other Affidavit	LANGSTON ERIC JAY	10/24/2022	10/24/2022	10/24/2022
<i>Comments:</i> ATTORNEY'S FEE AFFIDAVIT				
<i>Documents:</i> OTHER AFFIDAVIT				
Other Order	BRUNS CHRISTOPHER LEE	10/14/2022	10/14/2022	10/14/2022
<i>Comments:</i> NO FURTHER ACTION WILL BE TAKEN ON THE CONFESSION OF JUDGMENT UNTIL A PROPOSED ORDER SPECIFYING ALL RELIEF SOUGHT IS SUBMITTED FOR THE COURT'S REVIEW				
<i>Documents:</i> Other Order				
Other Affidavit	HECKEL JOHN M	10/13/2022	10/13/2022	10/13/2022
<i>Comments:</i> ACCEPTANCE OF OFFER TO CONFESS				
<i>Documents:</i> OTHER AFFIDAVIT				
OFFER TO CONFESS JUDGMENT EXISTING CASE	HECKEL JOHN M	10/12/2022	10/12/2022	10/12/2022
<i>Comments:</i> OFFER TO CONFESS JDUGMENT				
<i>Documents:</i> OFFER TO CONFESS JUDGMENT EXISTING CASE				
Other Order	CHAPPELL ANDREW B	09/16/2022	09/16/2022	09/16/2022
<i>Comments:</i> RE PLAINTIFF'S MOTION FOR ACCESS, GRANTED - SEE ORDER				
<i>Documents:</i> Other Order				
Other Event	HECKEL JOHN M	09/16/2022	09/16/2022	09/16/2022
<i>Comments:</i> RESPONSE TO MOTION FOR DISCOVERY				
<i>Documents:</i> OTHER EVENT				
Other Order	CHAPPELL ANDREW B	09/13/2022	09/13/2022	09/13/2022
<i>Comments:</i> DEFT HAS UNTIL AND INCLUDING 09-16-2022 @ 3:00PM TO FILE A RESISTANCE OR RESPONSE TO PLAINTIFF'S MOTION FOR ACCESS, SEE ORDER				
<i>Documents:</i> Other Order				
Motion	LANGSTON ERIC JAY	09/12/2022	09/13/2022	09/13/2022
<i>Comments:</i> MOTION FOR ACCESS				
<i>Documents:</i> MOTION				
Order Setting Trial		09/08/2022	09/08/2022	09/08/2022
<i>Comments:</i> NON JURY TRIAL 10/27/2022 09:00 AM DCNJ.				
<i>Documents:</i> Order Setting Trial				
Other Order	BESLER JASON DENNIS	08/24/2022	08/24/2022	08/24/2022
<i>Comments:</i> GRANTS PLAINTIFF'S MOTION FOR LEAVE TO FILE ITS EXHIBIT LIST				
<i>Documents:</i> Other Order				
ORDER FOR TRIAL SCHEDULING CONFERENCE		08/24/2022	08/24/2022	08/24/2022
<i>Comments:</i> TRIAL SCHEDULING CONFERENCE 09/08/2022 10:30 AM DCAD. BY TELEPHONE, SEE ORDER				
<i>Documents:</i> ORDER FOR TRIAL SCHEDULING CONFERENCE				
EXHIBIT LIST	LANGSTON ERIC JAY	08/23/2022	08/24/2022	08/24/2022
<i>Documents:</i> EXHIBIT LIST				
Motion	LANGSTON ERIC JAY	08/23/2022	08/24/2022	08/24/2022

	<i>Comments:</i> MOTION FOR LEAVE TO FILE EXHIBIT LIST			
	<i>Documents:</i> MOTION ATTACHMENT			
Other Order	BESLER JASON DENNIS	08/22/2022	08/22/2022	08/22/2022
	<i>Comments:</i> GRANTS PLAINTIFF'S MOTION FOR LEAVE TO FILE ITS TRIAL BRIEF			
	<i>Documents:</i> Other Order			
Other Event	LANGSTON ERIC JAY	08/19/2022	08/22/2022	08/22/2022
	<i>Comments:</i> TRIAL BRIEF			
	<i>Documents:</i> OTHER EVENT ATTACHMENT ATTACHMENT ATTACHMENT			
Motion	LANGSTON ERIC JAY	08/19/2022	08/22/2022	08/22/2022
	<i>Comments:</i> MOTION FOR LEAVE TO FILE TRIAL BRIEF			
	<i>Documents:</i> MOTION ATTACHMENT			
EXHIBIT - PROPOSED	HECKEL JOHN M	07/12/2022	07/12/2022	07/12/2022
Order Setting Trial	LIGHTFOOT JUSTIN A	06/30/2022	07/01/2022	07/01/2022
	<i>Comments:</i> NON JURY TRIAL 08/25/2022 09:00 AM DCNJ.			
	<i>Documents:</i> Order Setting Trial			
Other Event	LANGSTON ERIC JAY	06/29/2022	06/29/2022	06/29/2022
	<i>Comments:</i> REPLY IN SUPPORT OF MOTION TO APPEAR BY VIDEOCONFERENCE			
	<i>Documents:</i> OTHER EVENT			
Resistance	HECKEL JOHN M	06/29/2022	06/29/2022	06/29/2022
	<i>Comments:</i> TO MOTION TO ALLOW VIDEO APPEARANCE			
	<i>Documents:</i> RESISTANCE			
Motion	LANGSTON ERIC JAY	06/28/2022	06/29/2022	06/29/2022
	<i>Comments:</i> MOTION FOR VIDEOCONFERENCE APPEARANCE AT TRIAL (DUE TO COVID)			
	<i>Documents:</i> MOTION			
EXHIBIT - PROPOSED	HECKEL JOHN M	06/24/2022	06/24/2022	06/24/2022
Brief	HECKEL JOHN M	06/24/2022	06/24/2022	06/24/2022
	<i>Documents:</i> BRIEF			
Other Order	THORNHILL IAN K	06/02/2022	06/03/2022	06/03/2022
	<i>Comments:</i> THE 5-18-22 MOTION TO COMBINE CASES IS DENIED			
	<i>Documents:</i> Other Order			
Other Event	LANGSTON ERIC JAY	05/31/2022	06/01/2022	06/01/2022
	<i>Comments:</i> REPLY IN SUPPORT OF MOTION TO COMBINE CASES			
	<i>Documents:</i> OTHER EVENT ATTACHMENT			
Resistance	HECKEL JOHN M	05/23/2022	05/23/2022	05/23/2022
	<i>Comments:</i> TO MOTION TO COMBINE CASES			
	<i>Documents:</i> RESISTANCE			
Motion	LANGSTON ERIC JAY	05/18/2022	05/18/2022	05/18/2022
	<i>Comments:</i> MOTION TO COMBINE CASES			
	<i>Documents:</i> MOTION			
PLAINTIFF/PETITIONER WITNESS	HECKEL JOHN M	04/26/2022	04/26/2022	04/26/2022
	<i>Comments:</i> INITIAL DISCLOSURES			
	<i>Documents:</i> WITNESS/WITNESS LIST - PLAINTIFF/PETITIONER			

Other Order	ANDERSON LARS G	04/14/2022	04/15/2022	04/15/2022
<i>Comments:</i> RE: SUBMISSION OF TRIAL AND HEARING EXHIB				
<i>Documents:</i> Other Order				
Order Setting Trial		04/14/2022	04/15/2022	04/15/2022
<i>Comments:</i> NON JURY TRIAL 06/30/2022 09:00 AM DCNJ.				
<i>Documents:</i> Order Setting Trial				
Other Order	KEPROS CHAD A	03/31/2022	04/01/2022	04/01/2022
<i>Comments:</i> MOTION DENIED W/O PREJUDICE				
<i>Documents:</i> Other Order				
Other Event	LANGSTON ERIC JAY	03/30/2022	03/31/2022	03/31/2022
<i>Comments:</i> REPLY IN SUPPORT OF MOTION FOR ORDER DIRECTING COLLECTION OF RENT				
<i>Documents:</i> OTHER EVENT				
Resistance	HECKEL JOHN M	03/30/2022	03/31/2022	03/31/2022
<i>Comments:</i> TO MOTION FOR ORDER TO COLLECT RENT				
<i>Documents:</i> RESISTANCE				
Motion	LANGSTON ERIC JAY	03/30/2022	03/31/2022	03/31/2022
<i>Comments:</i> FOR ORDER DIRECTING COLLECTION OF RENT				
<i>Documents:</i> MOTION				
Return of Service - Other	BARRY MICHAEL JAMES	03/28/2022	03/30/2022	03/30/2022
<i>Comments:</i> AMENDED/PROMETHEUS, INC A/K/A THE BOHEMIAN C/O MICHAEL A RICHARDS, REG AGNT/01-19-22				
<i>Documents:</i> RETURN OF SERVICE - OTHER				
Other Event	LANGSTON ERIC JAY	03/28/2022	03/29/2022	03/29/2022
<i>Comments:</i> ATTACHMENT A TO TRIAL SCHEDULING AND DISCOVERY PLAN				
<i>Documents:</i> OTHER EVENT				
TRIAL SCHEDULING AND DISCOVERY PLAN	LANGSTON ERIC JAY	03/28/2022	03/29/2022	03/29/2022
<i>Documents:</i> TRIAL SCHEDULING AND DISCOVERY PLAN				
Other Event	LANGSTON ERIC JAY	03/28/2022	03/29/2022	03/29/2022
<i>Comments:</i> NOTICE OF ACCELERATION OF INDEBTEDNESS OF LAND SALE CONTRACT				
<i>Documents:</i> OTHER EVENT				
Other Event	LANGSTON ERIC JAY	03/28/2022	03/29/2022	03/29/2022
<i>Comments:</i> NOTICE OF FORECLOSURE OF LAND SALE CONTRACT				
<i>Documents:</i> OTHER EVENT				
ORDER FOR TRIAL SCHEDULING CONFERENCE		03/23/2022	03/24/2022	03/24/2022
<i>Comments:</i> TRIAL SCHEDULING CONFERENCE 04/14/2022 10:00 AM DCAD.				
<i>Documents:</i> ORDER FOR TRIAL SCHEDULING CONFERENCE				
Other Order	KEPROS CHAD A	03/22/2022	03/23/2022	03/23/2022
<i>Comments:</i> CLERK OF COURT'S ENTRY OF DEFAULT FILED 03-08-2022 IS SET ASIDE				
<i>Documents:</i> Other Order				
Answer	HECKEL JOHN M	03/09/2022	03/09/2022	03/09/2022
<i>Documents:</i> ANSWER				

Appearance	HECKEL JOHN M	03/09/2022	03/09/2022	03/09/2022
<i>Documents:</i> APPEARANCE				
Other Event		03/08/2022	03/08/2022	03/23/2022
<i>Comments:</i> DEFAULT AGAINST PROMETHEUS, INC. A/K/A THE BOHEMIAN (SET ASIDE, PER 03-22-2022 ORDER)				
<i>Documents:</i> Other Event				
Other Application	LANGSTON ERIC JAY	03/04/2022	03/08/2022	03/08/2022
<i>Comments:</i> APPLICATION FOR CLERK'S ENTRY OF DEFAULT				
<i>Documents:</i> OTHER APPLICATION				
Other Order	ANDERSON LARS G	02/25/2022	02/25/2022	02/25/2022
<i>Comments:</i> RE APPLICATION FOR DEFAULT JUDGMENT SEE ORDER				
<i>Documents:</i> Other Order				
Other Event	LANGSTON ERIC JAY	02/25/2022	02/25/2022	02/25/2022
<i>Comments:</i> EXHIBIT A - NOTICE OF INTENT FOR DEFAULT JUDGMENT				
<i>Documents:</i> OTHER EVENT				
Other Application	LANGSTON ERIC JAY	02/25/2022	02/25/2022	02/25/2022
<i>Comments:</i> APPLICATION FOR DEFAULT JUDGMENT				
<i>Documents:</i> OTHER APPLICATION				
Other Order	ANDERSON LARS G	02/17/2022	02/18/2022	02/18/2022
<i>Comments:</i> RE: PLAINTIFF'S ERRATUM, SEE ORDER /MAILED TO MICHAEL L. RICHARDS AND MICHAEL A. RICHARDS AS REG AGNT FOR PROMETHEUS INC PER ORDER /MOTION FOR EXEMPTION FROM ELECTRONIC FILING OF MICHAEL L. RICHARDS IS DENIED				
<i>Documents:</i> Other Order				
Other Event	LANGSTON ERIC JAY	02/04/2022	02/07/2022	02/07/2022
<i>Comments:</i> ERRATUM				
<i>Documents:</i> OTHER EVENT				
Other Order	MILLER PAUL D	02/03/2022	02/04/2022	02/04/2022
<i>Comments:</i> COURT GIVES PLAINTIFF 14 DAYS FROM THE DATE OF THIS ORDER TO PROVIDE CLARIFICATION/PER ORDER, COPY MAILED TO MICHAEL L. RICHARDS				
<i>Documents:</i> Other Order				
Other Event	RICHARDS MICHAEL L	01/28/2022	01/31/2022	01/31/2022
<i>Comments:</i> STATEMENT TO THE COURT OF MISTAKEN IDENTITY				
<i>Documents:</i> Other Event				
MOTION FOR EXEMPTION FROM ELECTRONIC FILING	RICHARDS MICHAEL L	01/28/2022	01/31/2022	01/31/2022
<i>Documents:</i> MOTION FOR EXEMPTION FROM ELECTRONIC FILING				
Return of Service - Other	BARRY MICHAEL JAMES	01/24/2022	01/24/2022	01/24/2022
<i>Comments:</i> PROMETHEUS, INC A/K/A THE BOHEMIAN C/O MICHAEL A RICHARDS, REG AGNT/01-19-2022				
<i>Documents:</i> RETURN OF SERVICE - OTHER				
Other Event	LANGSTON ERIC JAY	01/10/2022	01/13/2022	01/13/2022

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. _____
Plaintiff,)	
vs.	)	Petition in Equity
Prometheus, Inc. a/k/a The Bohemian,)	
Defendants.)	

COMES NOW Michael E. Thorson (the “*Plaintiff*”) who files this Petition in Equity against Prometheus, Inc. a/k/a The Bohemian (“*Prometheus*”) (the “*Defendant*”) and in support thereof states as follows:

1. The Plaintiff is Michael E. Thorson, who at all material times has resided in Linn County, Iowa.

2. The Defendant is Prometheus, Inc. a/k/a The Bohemian, which is a corporation organized under chapter 490 of the Iowa Code with Michael A. Richards as the Registered Agent and with 1106 8th Street SE, Cedar Rapids, Iowa 52401 as the home office.

3. The Plaintiff is the owner of certain real estate commonly known as 1015 10th Ave SE, Cedar Rapids, Iowa and legally known as Carpenters 7th Addition to Cedar Rapids, Block 54, Lot 3, in Linn County, Iowa (the “*Real Estate*”).

4. The Plaintiff is the seller and Prometheus is the buyer of the Real Estate under a certain Real Estate Contract - Short Form (the “*Sales Contract*”), which is recorded in Book 10274 at Page 550 with the Linn County Recorder, and attached hereto as **Exhibit A**.

5. Upon information and belief, Prometheus is the landlord to a certain tenant (the “*Tenant*”) who resides at the Real Estate and who has been paying rent.

6. Upon information and belief, the Tenant received COVID rental assistance in the amount of approximately \$7,000 and paid such amount to Prometheus.

7. The Sales Contract calls for the payment of \$56,298.65 split as periodic and balloon payments (the “*Payment Obligations*”).

8. Prometheus is in default of its Payment Obligations under the Sales Contract.

9. The Sales Contract also calls for Prometheus to take good care of the property and to keep the Real Estate in good and reasonable repair (the “*Maintenance Obligations*”).

10. Upon information and belief, in early 2021, a fire broke out in the furnace that services the Real Estate.

11. Upon information and belief, Prometheus did not make repairs to the furnace.

12. Prometheus has defaulted on their Maintenance Obligations.

[Remainder of Page Intentionally Left Blank; Pray for Relief Follows]

WHEREFORE the Plaintiff prays the Court (1) enter judgment against Prometheus in the amount of the Payment Obligations and Maintenance Obligations, (2) enter a charging order against Prometheus, (3) appoint a receiver for the Real Estate, and (4) for such other relief as is just and proper under the circumstances.

Respectfully Submitted,

Eric J Langston

Eric J. Langston, AT0014001
Langston Legal PLC
5249 N Park Pl NE #1008
Cedar Rapids, Iowa 52402



IN THE IOWA DISTRICT COURT FOR Linn COUNTY

Plaintiff(s), PIN
Michael E Thorson
vs.

Defendant(s), PIN Prometheus, Inc. a/k/a
The Bohemian

No. _____
Equity

(INSERT "LAW" OR "EQUITY")

ORIGINAL NOTICE

TO THE ABOVE-NAMED DEFENDANT(S):

You are notified that a petition has been filed in the office of the clerk of this court naming you as the defendant in this action. A copy of the petition (and any documents filed with it) is attached to this notice. The attorney for the plaintiff(s) is Eric Langston, whose address is 5249 N Park PINE #1008, CR, Iowa 52402. That attorney's telephone number is 319-435-9793; facsimile number 319-373-5795 Attn #1008.

You must serve a motion or answer within 20 days after service of this original notice upon you and, within a reasonable time thereafter, file your motion or answer with the Clerk of Court for Linn County, at the county courthouse in Cedar Rapids, Iowa. If you do not, judgment by default may be rendered against you for the relief demanded in the petition.

If you require the assistance of auxiliary aids or services to participate in court because of a disability, immediately call your district ADA coordinator at 319-398-3920 ext 1105. (If you are hearing impaired, call Relay Iowa TTY at 1-800-735-2942).

(SEAL)

CLERK OF COURT

County Courthouse
_____, Iowa _____

IMPORTANT

YOU ARE ADVISED TO SEEK LEGAL ADVICE AT ONCE TO PROTECT YOUR INTERESTS.

Iowa Judicial Branch

Case No. **EQCV099092**
County **Linn**

Case Title **MICHAEL E THORSON V. PROMETHEUS INC AKA THE BOHEMI**

You must file your Appearance and Answer on the Iowa Judicial Branch eFile System, unless the attached Petition and Original Notice contains a hearing date for your appearance, or unless the court has excused you from filing electronically (see Iowa Court Rule 16.302).

Register for the eFile System at www.iowacourts.state.ia.us/Efile to file and view documents in your case and to receive notices from the court.

For general rules and information on electronic filing, refer to the Iowa Rules of Electronic Procedure in chapter 16 of the Iowa Court Rules at www.legis.iowa.gov/docs/ACO/CourtRulesChapter/16.pdf.

Court filings are public documents and may contain personal information that should always be kept confidential. For the rules on protecting personal information, refer to Division VI of chapter 16 of the Iowa Court Rules and to the Iowa Judicial Branch website at www.iowacourts.gov/for-the-public/representing-yourself/protect-personal-information/.

Scheduled Hearing:

If you need assistance to participate in court due to a disability, call the disability access coordinator at **(319) 398-3920** . Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). For more information, see www.iowacourts.gov/for-the-public/ada/. **Disability access coordinators cannot provide legal advice.**

Date Issued **01/13/2022 09:32:14 AM**



District Clerk of Court or/by Clerk's Designee of Linn
/s/ **Roxann Repstien**

County



Doc ID: 023652220004 Type: GEN
Recorded: 01/07/2019 at 02:44:16 PM
Fee Amt: \$27.00 Page 1 of 4
Linn County Iowa
JOAN MCCALMANT RECORDER

BK 10274 PG 550-553

AS - \$27



Real Estate Contract - Short Form

THE IOWA STATE BAR ASSOCIATION
Official Form No. 143
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

MICHAEL L. RICHARDS
926 FIFTH ST. S.E.
CEDAR RAPIDS, IOWA 52401

Taxpayer Information: (Name and complete address)

PROMETHEUS, MICHAEL A. RICHARDS
926 FIFTH ST. S.E.
CEDAR RAPIDS, IOWA 52401

Return Document To: (Name and complete address)

MICHAEL L. RICHARDS
926 FIFTH ST. S.E.
CEDAR RAPIDS, IOWA 52401

Grantors:

1. MICHAEL E. THORSON
2405 26TH AVE
MARION, IOWA
52302

Grantees: PROMETHEUS, INC.

MICHAEL A. RICHARDS
926 FIFTH ST. S.E.
CEDAR RAPIDS, IOWA
52401

2. RACHEL HALL

CEDAR RAPIDS, IOWA

Legal description: See Page 2 - LOT 3, BLOCK 54, CARPENTER'S SEVENTH (7TH) ADDITION TO THE CITY OF CEDAR RAPIDS

Document or instrument number of previously recorded documents:

LINN CO.
IOWA



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between MICHAEL E. THORSEN
and RACHEL HALL

("Sellers"); and PROMETHEUS, INC.
by MICHAEL L. RICHARDS, BOARD
Member

("Buyers").
Sellers agree to sell and Buyers agree to buy real estate in LINN
County, Iowa, described as:

LOT 3, BLOCK 54, CARPENTER'S
SEVENTH ADDITION (7TH) TO THE
CITY OF CEDAR RAPIDS, IOWA
IN LINN COUNTY, IOWA

with any easements and appurtenant servient estates, but subject to the following:

- a. any zoning and other ordinances;
- b. any covenants of record;
- c. any easements of record for public utilities, roads and highways; and
- d. (consider: liens; mineral rights; other easements; interest of others.)

(the "Real Estate"), upon the following terms:
1. PRICE. The total purchase price for the Real Estate is FIFTY SIX THOUSAND
THREE HUNDRED TWELVE and 65/100 Dollars (\$ 56,312.65) of which
Dollars (\$ 20) has been paid. Buyers shall pay the balance to Sellers at 56,298.65

or as directed by Sellers, as follows:
MICHAEL THORSON
2405 20TH AVE. S.E
MARION, IOWA 52302

PAID AS:
a. 1594.36 monthly payment to WELLS FARGO
for 24 months
b. BALANCE THEN PAID IN FULL ON 3/12/2017

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

15. PERSONAL PROPERTY. If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

16. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. RELEASE OF RIGHTS. Each of the Sellers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

18. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: _____

[Signature]
MICHAEL L. RICHARDS BUYERS for
PROMETHEUS INC. BUYERS

Dated: _____

19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

~~B. The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~

~~C. Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that~~

ON CITY SEWER

20. ADDITIONAL PROVISIONS. 1. PAID RECEIPT FOR EACH MONTHLY PAYMENT

THIS CONTRACT FINAL BALANCE WILL BE PAID OFF IN FULL TO WELLS FARGO BANK (MORTGAGE HOLDER) ON OR BEFORE MARCH 13, 2019

Dated: 3-11-17

[Signature] Mike Thorson
[Signature] Rachel Hall SELLERS
[Signature] MICHAEL L. RICHARDS BUYERS for PROMETHEUS INC.

STATE OF Iowa, COUNTY OF Linn

This instrument was acknowledged before me on March 11, 2017, by, Rachel Hall and Michael Thorson and Michael Richards.

[Signature] Heather M. Hughes, MSR
Notary Public

3-11-2017



**E-FILED 2022 JAN 24 8:25 AM LINN - CLERK OF DISTRICT COURT
AFFIDAVIT OF SERVICE**

Case: EQCV099092	Court: IOWA DISTRICT COURT	County: LINN	Job: 6588458
Plaintiff / Petitioner: MICHAEL E. THORSON		Defendant / Respondent: PROMETHEUS, INC a/k/a THE BOHEMIAN	
Received by: Attorneys Process Service		For: LANGSTON LAW PLC	
To be served upon: PROMETHEUS, INC a/k/a THE BOHEMIAN c/o MICHAEL A. RICHARDS, registered agent			

I, Michael Barry, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: PROMETHEUS, INC a/k/a THE BOHEMIAN c/o MICHAEL A. RICHARDS, registered agent , 1029 3rd St SE, Cedar Rapids, IA 52401

Manner of Service: Registered Agent, Jan 19, 2022, 6:30 pm CST

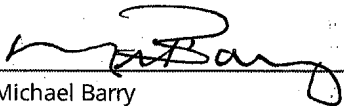
Documents: ORIGINAL NOTICE, PETITION IN EQUITY

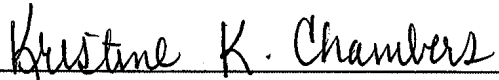
Additional Comments:

1) **Successful service:** Jan 19, 2022, 6:30 pm CST at 1029 3rd St SE, Cedar Rapids, IA 52401 received by PROMETHEUS, INC a/k/a THE BOHEMIAN c/o MICHAEL A. RICHARDS, registered agent. Age: 70's; Ethnicity: Caucasian; Gender: Male; Weight: 200; Height: 5'9"; Hair: White; Other: beard

Fees: \$40.00 service fee \$10 mileage Total \$50.00

Subscribed and sworn to before me by the affiant who is personally known to me.


Michael Barry
Date 1-21-22


Notary Public
Date 1-21-22
Commission Expires 10-3-24

Attorneys Process Service
P.O. Box 2272
Cedar Rapids, IA 52406
319-431-7000



IN THE IOWA DISTRICT COURT FOR _____ COUNTY

IN RE THE CONVERSION OF FILES
TO ELECTRONIC DOCUMENTS

**REQUEST FOR EXEMPTION FROM
REGISTRATION AND E-FILING
(Rule 16.302(2))**

CASE NO. EQCV099092
(IF APPLICABLE)

2022 JAN 28 PM 2:17
CLERK OF DISTRICT COURT
LINN COUNTY, IOWA

FILED

Pursuant to Iowa Court Rules Chapter 16.302(2), I, Michael J. Rethaad
hereby request to be excused from registering and filing documents by electronic means
for the following reason(s):

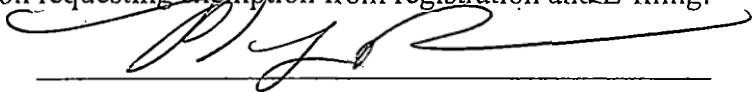
I do not have a
computer at present

ARE YOU CURRENTLY REGISTERED WITH THE IOWA ELECTRONIC FILING
SYSTEM? YES NO

*Note: If you answered "YES" above, you will have to withdraw your registration in
order to receive an exemption from electronic filing.*

Note: This request must be filed in each case you are requesting an exemption for.

Signature of person requesting exemption from registration and E-filing:



What is your role in this case (i.e. "defendant," "plaintiff," etc.)?

Mailing address:

926 FIFTH ST. SE.
CEDAR RAPIDS, IA

Telephone No:

319 213 2051

Rule 16.302(2) Exceptions.

For good cause, the court, or clerk if no judge is available, may authorize a filer to submit a document by non-electronic means to the clerk for filing. Upon a showing of exceptional circumstances that it is not feasible for a party to file documents by electronic means, the chief judge of the district in which a case is pending or the chief judge's designee may excuse the party from registering to participate in the electronic filing system for purposes of that case.

FILED

In The District Court for Linn County

Michael E. Thorson

2022 JAN 28 PM 2:48

Vs.

CLERK OF DISTRICT COURT EQCV099092
LINN COUNTY, IOWA

Prometheus, Inc. Michael A. Richards

Statement to the Court of Mistaken Identity

1. The attached papers were delivered by a process server to me, Michael L. Richards. (Full name, Michael Lynn Richards) I am Michael L. Richards, Age 72, birth date of February 5, 1950
2. The attached documents list my son, Michael A. Richards and a business he operates. Michael A. Richards has a birthdate of 3/12/1969 and he is 52 years old.
3. These papers were not delivered to my son Michael A. Richards, only to myself Michael L. Richards, rather to myself, Michael L. Richards.
4. The only signature on the ~~attached~~ ^{is} attached real estate contracts ~~are~~ made by myself, Michael L. Richards. In addition to the ~~attached~~ real estate contracts attached here, I present my Iowa Driver's License that verifies my signature and shows that only this signature of Michael L. Richards is signed on this real estate contract.
5. Michael A. Richards age 52 has never met, nor had any business dealings with Plaintiff Michael Thorsen, and is thus not a party to ~~either~~ of this real estate contract attached to this statement.
6. Michael L. Richards hereby states that I have only served as an advisory board member of Prometheus, Inc. I have now been informed *that I have no authority to sign documents on behalf of this corporation, as I am only as an advisory board member. I am listed specifically on this hand written contract as "board member"*.

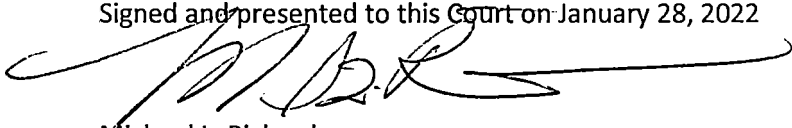
*typo correction
M L Richards*

Michael Thorson and Michael L. Richards prepared this **handwritten document** for this real estate **without the assistance of legal counsel**. This real estate contract is thus incomplete, in error and it would appear to be invalid as it was only signed by an advisory board member and not signed by any authorized signature of any officer of the corporation.

The above facts are presented to the Court for this case EQCV099092 by myself, Michael L. Richards age 72, as these attached papers on this case **were served on myself, Michael L. Richards**.

Since it appears that there is no legally consummated sale of this property, then I understand ownership of this property reverts to the plaintiff, Michael Thorsen

Signed and presented to this Court on January 28, 2022



Michael L. Richards

Exhibits Attached



Doc ID: 023652220004 Type: GEN
Recorded: 01/07/2019 at 02:44:16 PM
Fee Amt: \$27.00 Page 1 of 4
Linn County Iowa
JOAN MCCALMANT RECORDER

BK 10274 PG 550-553

AS - \$27



Real Estate Contract - Short Form

THE IOWA STATE BAR ASSOCIATION
Official Form No. 143
Recorder's Cover Sheet

*Richard
L. Richards*

Preparer Information: (Name, address and phone number)

*MICHAEL L. RICHARDS
926 FIFTH ST. S.E.
CEDAR RAPIDS, IOWA 52401*

Taxpayer Information: (Name and complete address)

*PROMETHEUS, MICHAEL A. RICHARDS
926 FIFTH ST. S.E.
CEDAR RAPIDS, IOWA 52401*

Return Document To: (Name and complete address)

*MICHAEL L. RICHARDS
926 FIFTH ST. S.E.
CEDAR RAPIDS, IOWA 52401*

Grantors:

Grantees: PROMETHEUS, INC.

*1. MICHAEL S. THORSON
2405 26TH AVE
MARION, IOWA
52302*

*MICHAEL A. RICHARDS
926 FIFTH ST. S.E.
CEDAR RAPIDS, IOWA
52401*

2. RACHEL HALL

CEDAR RAPIDS, IOWA

Legal description: See Page 2 - *LOT 3, BLOCK 54, CARPENTER'S SEVENTH (7TH) ADDITION TO THE CITY OF CEDAR RAPIDS*

Document or instrument number of previously recorded documents:

*LINN CO.
IOWA*



REAL ESTATE CONTRACT (SHORT FORM)

MICHAEL
L. RICHARDS

IT IS AGREED between MICHAEL E. THORSEN
and RACHEL HALL

("Sellers"); and PROMETHEUS, INC.

by MICHAEL L. RICHARDS, BOARD
Member

("Buyers").
Sellers agree to sell and Buyers agree to buy real estate in LINN
County, Iowa, described as:

LOT 3, BLOCK 54, CARPENTERS
SEVENTH ADDITION (7TH) TO THE
CITY OF CEDAR RAPIDS, IOWA
IN LINN COUNTY, IOWA

- with any easements and appurtenant servient estates, but subject to the following:
- a. any zoning and other ordinances;
 - b. any covenants of record;
 - c. any easements of record for public utilities, roads and highways; and
 - d. (consider: liens; mineral rights; other easements; interest of others.)

(the "Real Estate"), upon the following terms:
1. PRICE. The total purchase price for the Real Estate is FIFTY SIX THOUSAND
THREE HUNDRED TWELVE and 65/100 Dollars (\$ 56,312.65) of which

Dollars (\$ 20) has been paid. Buyers shall pay the balance to Sellers at 56,298.65

or as directed by Sellers, as follows:

MICHAEL THORSON
2405 20TH AVE. S.E.
MARION, IOWA 52302

PAID AS:
a. 1594.36 monthly payment to WELLS FARGO
for 24 months
b. BALANCE THEN PAID IN FULL ON OR BEFORE
3/13/2021

MICHAEL L. RICHARDS

E-FILED 2022 JAN 10 2:49 PM LINN - CLERK OF DISTRICT COURT

- c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.
- d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.
- e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

15. PERSONAL PROPERTY. If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

16. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. RELEASE OF RIGHTS. Each of the Sellers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

18. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: _____

Dated: _____

[Handwritten signature and stamp area]
 MICHAEL L. RICHARDS BUYERS for
 PROMETHEUS INC.
 BUYERS

19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

~~B. The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~

~~C. Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that~~

ON CITY SEWER

20. ADDITIONAL PROVISIONS. 1. PAID RECEIPT FOR EACH MONTHLY PAYMENT PAID OFF IN FULL TO WELLS FARGO BANK (MORTGAGE HOLDER) ON OR BEFORE MARCH 13, 2019

② THIS CONTRACT FINAL BALANCE WILL BE PAID OFF IN FULL TO WELLS FARGO BANK (MORTGAGE HOLDER) ON OR BEFORE MARCH 13, 2019

Dated: 3-11-17

[Handwritten signature]
 Rachel Hall
 Rachel Hall
 SELLERS

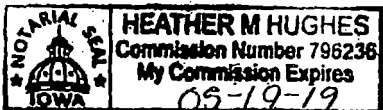
[Handwritten signature]
 MICHAEL L. RICHARDS
 For PROMETHEUS INC.
 BUYERS

STATE OF Iowa, COUNTY OF Linn

This instrument was acknowledged before me on March 11, 2017, by

Rachel Hall and Michael Thorson and Michael Richard

[Handwritten signature]
 Heather M. Hughes, MSR
 Notary Public



3-11-2017

IOWA

DRIVER LICENSE

RICHARDS
MICHAEL LYNN

1029 3RD ST SE
CEDAR RAPIDS IA 52401

DL No 408VV9499

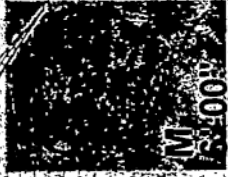
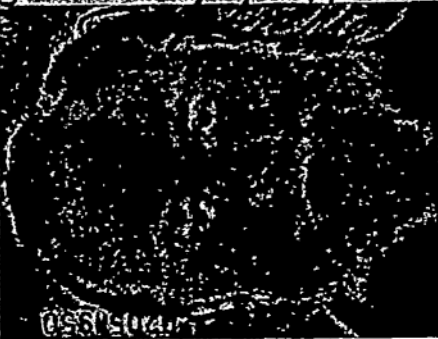
ISS 02/15/2018

EXP 02/05/2025

Class C End NONE
Restrictions
NONE

DOB 02/05/1950

DD 525503330RM1103M050225D



SEX M
HT 5-00
EYES BRO
HAIR DENOR

Michael

Michael L. Richards
Signature

USA
IA

IN THE IOWA DISTRICT COURT FOR LINN COUNTY**MICHAEL EUGENE THORSON****Plaintiff(s),****CASE NO. 06571 EQCV099092****vs.****ORDER****PROMETHEUS INC****Dated: 02/03/2022****Defendant(s).**

On this date, the above-captioned matter was presented to the undersigned by the Clerk of Court. The Court notes that Michael L. Richards has filed a Motion for Exemption from Electronic Filing and a Statement to the Court of Mistaken Identity. Michael L. Richards asserts that he was served with the Original Notice and Petition for this matter, and Michael A. Richards should not be an interested party in this matter. The Court finds that the Return of Service states Michael A. Richards was served on January 19, 2022. The Court directs Plaintiff to have the Process Server clarify which Michael Richards was served upon. If the Process Server cannot remember, the Plaintiff may have to re-serve the Defendant. The Court directs Plaintiff to further provide clarification as to whether Michael L. Richards should be a named party to this action.

The Court gives the Plaintiff fourteen (14) days from the date of this Order to provide clarification.

Additionally, the Court finds that Michael L. Richards is not a named party to this matter and takes no further action on his Motion for Exemption from Electronic Filing. The Court may revisit the Motion if Plaintiff's clarification provides that Michael L. Richards is an intended named party to this action.

The Clerk of Court is directed to mail a copy of this Order to the last known address of Michael L. Richards.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in cursive script that reads "Paul D. Miller".

Paul D. Miller, District Court Judge,
Sixth Judicial District of Iowa

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Erratum
Prometheus, Inc. a/k/a The Bohemian,)	
Defendants.)	

COMES NOW Michael E. Thorson (the "*Plaintiff*") who files this Erratum and in support thereof states as follows:

1. On this date, the Court directed the Plaintiff to file certain supplemental information regarding service of process.

2. The Defendant is Prometheus, Inc. a/k/a The Bohemian ("*Prometheus*") (the "*Defendant*"), which is a corporation organized under chapter 490 of the Iowa Code with Michael A. Richards as the Registered Agent.

3. The Plaintiff is the owner of certain real estate commonly known as 1015 10th Ave SE, Cedar Rapids, Iowa and legally known as Carpenters 7th Addition to Cedar Rapids, Block 54, Lot 3, in Linn County, Iowa (the "*Real Estate*").

4. The Plaintiff is the seller and Prometheus is the buyer of the Real Estate under a certain Real Estate Contract - Short Form (the "*Sales Contract*"), which is recorded in Book 10274 at Page 550 with the Linn County Recorder, which was previously filed on the docket.

5. Personal service upon a corporation is effectuated by serving the registered agent of such corporation. Iowa R. of Civ. Pro. 1.305(6) (stating that "[p]ersonal service may be made ... [u]pon ... a corporation[] by serving ... any agent or person now authorized ... by law to receive service of original notice"); Iowa Code §490.504(1) (stating that a "corporation's registered agent is the corporation's agent for service of process ... required or permitted by law to be served on the corporation").

6. Prometheus is the buyer under the Sales Contract. Because Plaintiff is foreclosing on the Sales Contract, Prometheus is the proper party. Accordingly, Plaintiff served the registered agent of Prometheus, viz. Michael A. Richards. Plaintiff asserts that it served the proper party.

7. Plaintiff notes that Michael L. Richards is listed as the preparer on the recorder's cover sheet of the Sales Contract. Plaintiff notes that Michael A. Richards is listed under Prometheus as the Grantee on the recorder's cover sheet of the Sales Contract. Plaintiff notes that Michael L. Richards executed the Sales Contract on behalf of Prometheus.

8. Plaintiff notes that Michael L. Richards is not authorized to practice law and the Defendant, as a corporation, must be represented by an attorney. Plaintiff imagines that Michael L. Richards could be the point person for such lawyer despite Michael A. Richards merely being served with process.

Thank you.

Respectfully Submitted,

Eric J Langston

Eric J. Langston, AT0014001
Langston Legal PLC
5249 N Park Pl NE #1008
Cedar Rapids, Iowa 52402

Certificate of Service

I certify that I filed this document with EDMS on Friday, February 4, 2022, and mailed a copy to Michael A. Richards as registered agent of Prometheus, Inc., and emailed a copy to Michael L. Richards at soyawax@aol.com based on his permission.

Eric J Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY**MICHAEL EUGENE THORSON****Plaintiff(s),****CASE NO. 06571 EQCV099092****vs.****ORDER****PROMETHEUS INC****Dated: 02/17/2022****Defendant(s).**

On this date, Plaintiff's Erratum came before the undersigned for review pursuant to the Court's February 3, 2022 Order. The Court notes that Plaintiff asserts that Michael A. Richards is the registered agent for Defendant Prometheus Inc. and was the proper party served with original notice by the process server on January 19, 2022. Plaintiff states that Michael L. Richards is not a party to this action, and he is not authorized to practice law. No response has been filed. Upon review of the Plaintiff's Erratum, the Court finds that Michael L. Richards is not a party to this matter, and is not a licensed to practice law to represent Defendant Prometheus Inc. The Court notes that a corporation may not represent itself through nonlawyer employees, officers, or shareholders. See *Hawkeye Bank & Trust, Nat. Ass'n v. Baugh*, 463 N.W.2d 22, 26 (Iowa 1990). Defendant Prometheus Inc. shall obtain counsel licensed to practice in Iowa to represent its interest in this matter within thirty (30) days of the date of this Order, by which time said counsel shall have filed an Appearance in this action. If no attorney appears for Defendant, default judgment may be entered against Defendant pursuant to Iowa Rules of Civil Procedure 1.971(1) and 1.971(4).

Additionally, the Court finds that Michael L. Richards Motion for Exemption from Electronic Filing is denied.

The Clerk of Court is directed to mail a copy of this Order to the last known address of Michael L. Richards. The Clerk of Court is directed to also mail a copy of this Order to Michael A. Richards, as the registered agent for Defendant, at the address of 1029 3rd St SE, Cedar Rapids, IA 52401.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in blue ink that reads "Lars G. Anderson".

Lars G. Anderson, Chief District Court Judge,
Sixth Judicial District of Iowa

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Application for
Prometheus, Inc. a/k/a The Bohemian,	)	Default Judgment
Defendant.)	

The Defendant Prometheus, Inc. a/k/a The Bohemian was served through Michael A. Richards as registered agent on January 19, 2022. Twenty seven days later, on Tuesday, February 15, 2022, which was at least ten days ago, the Plaintiff Michael E. Thorson mailed a Notion of Intent to Seek Default Judgment to the Defendant, which is attached hereto as **Exhibit A**. To date, no answer has been filed. Defendant is in default because they have failed to file an answer within 20 days. Iowa R. Civ. P. 1.971(1) and 1.303(1).

The Court’s February 17, 2022 Order directs that Defendant’s “counsel shall have filed an Appearance in this action.” However, the Court’s order did not change the deadline imposed by rule 1.303(1) to respond within 20 days. Accordingly, default judgment should be entered against the Default due to their failure to file an answer within the proscribed by rule 1.303(1) of the Iowa Rules of Civil Procedure. Iowa R. Civ. P. 1.971(1).

Please enter a default judgment.

Thank you.

Eric J Langston

Eric J. Langston, AT0014001
 Langston Legal PLC
 5249 N Park PI NE #1008
 Cedar Rapids, Iowa 52402
 (319) 435-9793

<p align="center"><u>Certificate of Service</u></p> <p>I certify that I filed this document with EDMS on Friday, February 4, 2022, and mailed a copy to Michael A. Richards as registered agent of Prometheus, Inc. at 1106 8th St SE, Cedar Rapids, Iowa 52401.</p> <p align="center"><i>Eric J Langston</i></p> <p align="center">Eric J. Langston</p>

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Notice of Intent to File Written
Prometheus, Inc. a/k/a The Bohemian,	)	Application for Default
Defendant.)	

To: Prometheus, Inc., Attn: Mike A. Richards, 1106 8th St SE, Cedar Rapids, Iowa 52401

Date of Notice: Tuesday, February 15, 2022

Important Notice

You are in default because you have failed to take action required of you in this case. Unless you act within ten days from the date of this notice, a default judgment will be entered against you without a hearing and you may lose your property or other important rights. You should seek legal advice at once.

Eric J Langston

Eric J. Langston, AT0014001
Langston Legal PLC
5249 N Park Pl NE #1008
Cedar Rapids, Iowa 52402
(319) 435-9793

IN THE IOWA DISTRICT COURT FOR LINN COUNTY**MICHAEL EUGENE THORSON****Plaintiff(s),****CASE NO. 06571 EQCV099092****vs.****ORDER****PROMETHEUS INC****Dated: 02/25/2022****Defendant(s).**

On this date, Plaintiff's Application for Default Judgment seeking entry of default and/or judgment came before the undersigned for review. Plaintiff must provide a proposed order along with such a filing.

No further action will be taken on the Application for Default Judgment until a proposed order specifying all relief sought is submitted for the Court's review.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in blue ink that reads "Lars G. Anderson".

Lars G. Anderson, Chief District Court Judge,
Sixth Judicial District of Iowa

Electronically signed on 2022-02-25 13:07:38

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Application for Clerk’s Entry of Default
Prometheus, Inc. a/k/a The Bohemian,)	
Defendants.)	

COMES NOW Michael E. Thorson (the “*Plaintiff*”) who files this Application for Clerk’s Entry of Default and in support thereof states as follows:

1. On January 19, 2022, Plaintiff served Defendant Prometheus, Inc. a/k/a The Bohemian (the “Defendant”) through its registered agent, Michael A. Richards. More than twenty days later, on February 15, 2022, Plaintiff mailed a Notice of Intent to File Written Application for Default to Defendant. More than ten days have elapsed.

2. If a party “is in default under rule 1.971(1),” then “the clerk shall enter that party’s default in accordance with the procedures set forth in this rule without any order of court.” Iowa R. Civ. Proc. 1.972(1).

3. On February 25, 2022, the Plaintiff filed an Application for Default that contained a certification that written notice of intention to file the written application for default was given after the default occurred and at least ten days had elapsed since such notice. The notice was attached to the Application as Exhibit A.

4. The Plaintiff requests that the clerk make an entry of default.

Thank you.

<p align="center"><u>Certificate of Service</u></p> <p>I certify that I filed this document with EDMS on Friday, March 4, 2022, and mailed a copy to Michael A. Richards as registered agent of Prometheus, Inc. at 1106 8th St SE, Cedar Rapids, Iowa 52401.</p> <p align="center"><i>Eric J Langston</i></p> <p align="center">Eric J. Langston</p>
--

Respectfully Submitted,

Eric J Langston

Eric J. Langston, AT0014001
Langston Legal PLC
5249 N Park Pl NE #1008
Cedar Rapids, Iowa 52402

IN THE IOWA DISTRICT COURT IN AND FOR LINN COUNTY

MICHAEL EUGENE THORSON

vs.

PROMETHEUS INC

Case No. 06571 EQCV099092

Entry of Default by Clerk of Court

Pursuant to Iowa Court Rule 1.972, Plaintiff/Petitioner has filed written application requesting that the Clerk of Court enter default against the following Defendant(s)/Respondent(s):

PROMETHEUS, INC. A/K/A THE BOHEMIAN

It appears from the record that said Defendant(s)/Respondent(s) is (are) in default as defined under Iowa Court Rule 1.971. Further, said Defendant(s)/Respondent(s) is (are) not under legal disability or a prisoner in a reformatory or penitentiary and Plaintiff/Petitioner has mailed him (them) a copy of the Notice of Intent to File Written Application for Default at least ten days prior to filing of the written application for default.

Therefore, default is hereby entered against said Defendant(s)/Respondent(s).

/s/ Cynthia Line / Designee

Clerk of Court/Designee
LINN County



IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E Thorson

v.

EQCV 099092

Prometheus INC

Comes now John M Heckel and enters his appearance for the defendant Prometheus, INC

/s/ _____
Attorney John M Heckel
#AT0003289
5250 North Park Place NE
Suite 114
Cedar Rapids, Iowa 52402
319-373-1989 [tel]
319-373-8673 [fax]
Heckellaw@JMHeckel.com

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E Thorson

v.

EQCV 099092

Prometheus INC

ANSWER

The defendant answers the Petition as follows:

- 1] Paragraphs 1, 2, 3, 4, 5 are admitted
- 2] Paragraphs 6, 7, 8, 9, 10, 11, 12, are denied.

AFFIRMATIVE DEFENSES

1. The contract is void as Plaintiff did not do a residential disclosure as required at the time of the sale of the property.
2. The plaintiff failed to provide a notice to cure under 654.2D. Plaintiff has failed to plead compliance with 654.2D
3. There is no remedy in Iowa Law such as a "charging Order".
4. The service of process is void as the corporation and /or its agent or officer, Michael A Richards was not served. Michael L Richards was served by the Plaintiff.
5. Prometheus does not do business as "The Bohemian". The Bohemian is a separate business not affiliated with Prometheus.
6. This action is properly a Chapter 654 foreclosure of a real estate contract. Plaintiff has failed to comply with the requirements of 654, specifically 654.2D

/s/ _____
Attorney John M Heckel
#AT0003289
5250 North Park Place NE
Suite 114
Cedar Rapids, Iowa 52402
319-373-1989 [tel]
319-373-8673 [fax]
Heckellaw@JMHeckel.com

IN THE IOWA DISTRICT COURT FOR LINN COUNTY**MICHAEL EUGENE THORSON****Plaintiff(s),****CASE NO. 06571 EQCV099092****vs.****ORDER****PROMETHEUS INC****Dated: 03/22/2022****Defendant(s).**

On this date, the above-captioned matter came before the undersigned for review pursuant to the Court's February 17, 2022 Order. The Court's February 17, 2022 Order intended to give corporate Defendant a chance to obtain counsel by extending the time to respond by thirty days. The Court notes that counsel as now appeared and filed an answer on behalf of Defendant. The Court does not find it appropriate for default to be entered against Defendant. Therefore, the Clerk of Court's entry of default filed on March 8, 2022 is set aside. The Clerk of Court is directed to schedule a Trial Scheduling Conference for this matter.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type:
Other Order

So Ordered

A handwritten signature in black ink that reads "Chad A. Kepros".

Chad Kepros, District Court Judge,
Sixth Judicial District of Iowa

Electronically signed on 2022-03-22 18:27:37

IOWA DISTRICT COURT IN AND FOR LINN COUNTY

MICHAEL EUGENE THORSON
Plaintiff(s)

CASE NO: 06571 EQCV099092

VS.

**NOTICE OF CIVIL TRIAL-
SETTING CONFERENCE**

PROMETHEUS INC
Defendant(s)

To the parties or their attorneys of record:

In accordance with Iowa Rule of Civil Procedure 1.906, notice is hereby given that a **Trial Scheduling Conference is scheduled on 04/14/2022 at 10:00 AM at the initiation of a conference call.**

This conference shall be held:

By TELEPHONE with counsel and any unrepresented parties contacting court administration at 1-866-685-1580 and entering conference code number 1411800265 followed by the # sign.

Attorneys for all parties appearing in the case shall participate at this conference as well as unrepresented defendants who have also appeared.

At this trial-setting conference, every case will be set for trial within the time periods provided by Iowa Court Rules Chapter 23, Time Standards for Case Processing.

Prior to the trial-setting conference, the parties must file a Trial Scheduling and Discovery Plan, Iowa Court Rule 23.5-Form 2 (Form 3 for Expedited Civil Actions).

The trial date that is agreed upon at this conference shall be a firm date. Continuances will not be granted, even if all parties agree, unless for a crucial cause that could not have been foreseen.

The Clerk of Court shall notify all counsel of record and parties not represented by counsel.

Dated 03/23/22

If you need assistance to participate in court due to a disability, call the disability coordinator at (319) 398-3920 or information at <https://www.iowacourts.gov/for-the-public/ada/>. Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). **Disability coordinators cannot provide legal advice.**



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: ORDER FOR TRIAL SCHEDULING CONFERENCE

So Ordered

A handwritten signature in cursive script that reads "Casey Cooper".

Casey Cooper, Court Administration Designee
Sixth Judicial District of Iowa



LANGSTON LEGAL

PLC

November 16, 2021

Prometheus, Inc	(Copy To)	(Tenant in Possession)
C/O Mike Richards	Mike Richards	Eric Wullner
1106 8th St SE	926 Fifth St	1015 10th Ave SE
Cedar Rapids, IA 52401	Cedar Rapids, IA 52401	Cedar Rapids, IA 52401

Re: Notice of Foreclosure of Real Estate Contract - Short Form

Dear Mr. Richards,

I represent Michael Thorson, who resides at 2405 26th Ave, Marion, Iowa, who can be reached at (319) 202-0683, and who is the owner of 1015 10th Ave SE, Cedar Rapids, Iowa, which is legally known as Carpenters 7th Addition to Cedar Rapids, Block 54, Lot 3 (the "*Real Estate*"). As you know, Prometheus, Inc. is the buyer of the Real Estate under that certain Real Estate Contract - Short Form (the "*Sale Contract*"), which is recorded at Book 10274 at Page 550 with the Linn County Recorder.

You are in default of more than one of your payments due under paragraph 1 of the Sale Contract. Further, you are required to take good care of the property and to keep the Real Estate in good and reasonable repair under paragraph 11(b) of the Sale Contract. Due to your default in payment obligations and maintenance obligations, the entire balance is accelerated under paragraph 11(b) of the Sale Contract.

You have the right to cure the default by paying \$49,998.44 within 30 days of the date of this notice. Thus, payment is due by December 16, 2021. That amount includes attorney fees of \$2,500.00, which you do not need to pay to comply with this notice and prevent foreclosure. If you do not comply with this notice, we will foreclose on the Sale Contract and seek judgment for the balance due, plus court costs and attorney fees, which are allowed under paragraph 11(e) of the Sale Contract.

Govern yourself accordingly.

Sincerely yours,

Eric J Langston

Eric J Langston



LANGSTON LEGAL

PLC

December 22, 2021

Prometheus, Inc	(Copy To)	(Tenant in Possession)
C/O Mike Richards	Mike Richards	Eric Wullner
1106 8th St SE	926 Fifth St	1015 10th Ave SE
Cedar Rapids, IA 52401	Cedar Rapids, IA 52401	Cedar Rapids, IA 52401

Re: Notice of Acceleration of Indebtedness of Real Estate Contract - Short Form

Dear Mr. Richards,

I represent Michael Thorson, who resides at 2405 26th Ave, Marion, Iowa, who can be reached at (319) 202-0683, and who is the owner of 1015 10th Ave SE, Cedar Rapids, Iowa, which is legally known as Carpenters 7th Addition to Cedar Rapids, Block 54, Lot 3 (the “*Real Estate*”). As you know, Prometheus, Inc. is the buyer of the Real Estate under that certain Real Estate Contract - Short Form (the “*Sale Contract*”), which is recorded at Book 10274 at Page 550 with the Linn County Recorder.

You are in default of more than one of your payments due under paragraph 1 of the Sale Contract. Further, you are required to take good care of the property and to keep the Real Estate in good and reasonable repair under paragraph 11(b) of the Sale Contract. Due to your default in payment obligations and maintenance obligations, the entire balance is accelerated under paragraph 11(b) of the Sale Contract.

We demand that you pay \$52,498.44 within 14 days of the date of this notice. Thus, payment is due by January 5, 2022. That amount includes attorney fees of \$5,000.00, which you do not need to pay to comply with this notice and prevent foreclosure. If you do not comply with this notice, we will foreclose on the Sale Contract and seek judgment for the balance due, plus court costs and attorney fees, which are allowed under paragraph 11(e) of the Sale Contract.

Govern yourself accordingly.

Sincerely yours,

Eric J Langston

Eric J Langston

Rule 23.5—Form 2: Trial Scheduling and Discovery Plan

Do not file this form in an Expedited Civil Action case, instead use Form 3.

- This form is to be filed within 7 days after the parties' discovery conference and before the trial-setting conference with the court.
The parties should complete the entire form except as otherwise indicated.

In the Iowa District Court for Linn County

Michael E Thorson

No. EQCV099092

Trial Scheduling and Discovery Plan

Use of this form is mandatory

Plaintiff(s) / Petitioner(s)

Full name: first, middle, last

Date Petition filed: 01 / 10 / 2022
mm dd yyyy

vs.

Prometheus, Inc a/k/a The Bohemian

Case type: Law Equity Other
PCR Judicial Review

Trial type: Jury Nonjury

Expected trial length: 1 days

Defendant(s) / Respondent(s)

Full name: first, middle, last

The amount in controversy exceeds \$10,000. Yes No

Appearances:

Plaintiff(s) / Petitioner(s)

Defendant(s) / Respondent(s)

It is ordered:

- 1. Trial Note to parties: Unless you have obtained a trial date from court administration, leave this date blank; the court will enter the date after the trial-setting conference.

Trial of this case is set for Month, Day, 20 Year, at Time: a.m. p.m.

in the district court in the courthouse of the county named above.

- 2. Pretrial conference Check one. Note to parties: If box A is checked, leave the date blank unless you have obtained a pretrial conference date from court administration. If you do not have a pretrial conference date and check box A, the court will enter the date, by order, after the trial-setting conference.

A. A pretrial conference will be held on Month, Day, 20 Year, at Time: a.m. p.m.

The conference may be held telephonically with prior approval of the court.

B. A pretrial conference will be held upon request.

If you need assistance to participate in court due to a disability, call the disability coordinator (information at https://www.iowacourts.gov/for-the-public/ada/). Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). Disability coordinators cannot provide legal advice.

3. New parties *List the time period or date when no new parties may be added.*

No new parties may be added later than 180 days before trial or by _____.

4. Transcripts and records

All required agency records or prior criminal transcripts will be filed within 30 days of the date of this Plan or by _____.

5. Pleadings *List the time period or date pleadings will be closed.*

Pleadings will be closed 60 days before trial or by _____.

6. Initial disclosures *Check all that apply*

- A. The parties have exchanged initial disclosures.
- B. The parties will provide initial disclosures no later than May 1, 2022.
- C. The parties have stipulated that the following will not be included in initial disclosures:

List items not included

- D. The parties have stipulated not to provide any initial disclosures.
- E. The following party objects to providing initial disclosures on the following grounds:

Identify the party and state all applicable grounds

7. Discovery

The parties have held a discovery conference as required by Iowa Rule of Civil Procedure 1.507.

All written discovery will be served no later than 90 days before trial. All depositions will be completed no later than 60 days before trial. Or, all discovery will be completed by _____.

Check all that apply

- A. No discovery of electronically stored information is expected in this case.
- B. The parties have conferred about discovery of electronically stored information and reached agreement as set out in Attachment A.
- C. The parties have conferred about discovery of electronically stored information and have been unable to reach an agreement. *Note to parties: If box C is checked, leave the following information blank unless the parties have obtained a hearing date, time, and location from court administration.*

A hearing is set for _____ / _____ / _____, at _____: _____ a.m. p.m.
mm dd yyyy Time

at the _____ County Courthouse, courtroom _____, or
County Courtroom number

at the following location: _____.

- D. The parties have agreed to a discovery plan, and their agreement is set forth in Attachment ____.
- E. The parties have agreed to deviate from the limits on discovery otherwise applicable to this action, and their agreement is set forth in Attachment ____.

- F. The parties have agreed to conduct discovery in phases, and their agreement is set forth in Attachment ____.
- G. The parties have reached an agreement under Iowa Rule of Evidence 5.502 as set forth in Attachment ____.
- H. The parties have reached an agreement under Iowa Rule of Civil Procedure 1.504 as set forth in Attachment ____.
- I. The parties have conferred about a discovery plan and have been unable to reach agreement on the issues set forth in Attachment _____. *Note to parties: If box I is checked, leave the following information blank unless the parties have obtained a hearing date, time, and location from court administration.*
- A hearing is set for _____ / _____ / _____, at: _____: _____ a.m.
mm dd yyyy Time p.m.
- at the _____ County Courthouse, courtroom _____, or
County Courtroom number
- at the following location: _____.

8. Expert witnesses

- A. A party who intends to call an expert witness, including rebuttal expert witnesses, shall certify to the court and all other parties the expert's name, subject matter of expertise, and qualifications, within the following time period, unless the Iowa Code requires an earlier designation date (see, e.g., Iowa Code section 668.11):
- (1) Plaintiff: 210 days before trial or by _____.
 - (2) Defendant/Third Party Plaintiff: 150 days before trial or by _____.
 - (3) Third Party Defendant/Others/Rebuttal: 90 days before trial or by _____.
- B. Any disclosures required by Iowa Rule of Civil Procedure 1.500(2)(b) will be provided:
Check each that applies
- (1) At the same time the expert is certified.
 - (2) According to the following schedule:
 - a. Plaintiff: _____ days before trial or by _____.
 - b. Defendant/Third Party Plaintiff: _____ days before trial or by _____.
 - c. Third Party Defendant/Others/Rebuttal: _____ days before trial or by _____.
- C. This section does not apply to court-appointed experts.

The deadlines listed in paragraphs 5, 6, 7, and 8 may be amended, without further leave of court, by filing a Stipulated Amendment to this Plan listing the dates agreed upon and signed by all attorneys and self-represented litigants. Such Stipulated Amendment may not override any requirement of the Iowa Court Rules and cannot serve as a basis for a continuance of the trial date or affect the date for pretrial submissions.

9. Pretrial submissions

At least **14 or** ____ (the parties may enter another number but not less than **7**) **days before trial**, counsel for the parties and self-represented litigants must:

- A. File a **witness and exhibit** list with the clerk of court, serve a copy on opposing counsel and self-represented litigants, and exchange exhibits. In electronic cases, witness and exhibit lists must be electronically filed, and the EDMS system will serve copies on all registered parties. Exhibits must be electronically submitted in lieu of exchanging them. These disclosures must include the following information about the evidence that the disclosing party may present at trial other than solely for impeachment:

- (1) The name and, if not previously provided, the address, telephone numbers, and electronic mail address of each witness, separately identifying those the party expects to present and those the party may call if the need arises.
- (2) The page and line designation of those witnesses whose testimony the party expects to present by deposition and, if not taken stenographically, a transcript of the pertinent parts of the deposition.
- (3) An identification of each document or other exhibit, including summaries of other evidence, separately identifying those items the party expects to offer and those it may offer if the need arises. The following rules govern exhibits and exhibit lists:
 - a. Plaintiff will use numbers and Defendant will use letters. Pretrial exhibit lists will identify each exhibit by letter or number and description. Exhibits must be marked before trial.
 - b. Immediately before commencement of trial, the court must be provided with a bench copy, and the court reporter with a second copy, of the final exhibit list for use in recording the admission of evidence.
 - c. In nonjury cases, immediately before commencement of trial, parties must provide the court with a bench copy of all exhibits identified on the exhibit lists.
 - d. Within 7 days after the filing of an exhibit list, or within 4 days if the deadline for filing of the list is less than 10 days before trial, counsel and self-represented litigants must file with the clerk of court, and serve on each party, any objections to the exhibits listed. In electronic cases, any objections will be electronically filed, and the EDMS system will serve copies on all registered parties. Electronic filing of these objections must be done within 7 days of the filing of an exhibit list, or within 4 days if the deadline for filing of the list is less than 10 days before trial. An objection not so made, except for one under Iowa Rules of Evidence 5.402 or 5.403, is **waived** unless excused by the court for good cause.
- B. File and serve **motions in limine**, with supporting legal authority.
- C. File and serve **all proposed jury instructions** in a form to be presented to the jury, including a statement of the case, the stock jury instruction numbers, and verdict forms. The court must be provided the instructions in written form and electronically.
- D. Deliver to the judge and serve a concise **trial brief** addressing factual, legal, and evidentiary issues, with citation to legal authorities.

10. Motions

All motions including motions for summary judgment and except motions in limine, must be filed with the clerk of court’s office or electronically filed at <https://www.iowacourts.state.ia.us/EFile/> at least 60 days before trial, with copies to the assigned judge.

11. Settlement conference *Note to parties: If A or B is checked, leave any date blank; the court will fill in the settlement conference date after the trial-setting conference.*

A. A settlement conference will be held on _____, 20____, at _____:____ a.m. p.m.
Month Day Year Time
 at the _____ County Courthouse.

All parties with authority to settle must be present.

B. A settlement conference will be held on _____, 20____, at _____:____ a.m. p.m.
Month Day Year Time
 at the following location _____.

All parties with authority to settle must be present.

C. A settlement conference will occur at a date, time, and location arranged by the parties.
 All parties with authority to settle must be present.

D. A settlement conference will be held upon request.

The parties are encouraged to consider alternative dispute resolution including private mediation or arbitration.

12. Settlements

The parties are responsible for immediately notifying the court administrator of settlement.

13. Late settlement fees

Late settlement fees under Iowa Rule of Civil Procedure 1.909 are applicable.

14. Continuances

Continuances are discouraged and will only be granted for good cause. Motions to continue are governed by Iowa Rule of Civil Procedure 1.910. In the event the trial date is continued, all time deadlines in this Plan and any Stipulated Amendments remain in effect relative to the new trial date unless the court approves new deadlines.

15. Notice

Failure to comply with any of the provisions of this Plan or Stipulated Amendments to this Plan may result in the court imposing sanctions pursuant to Iowa Rule of Civil Procedure 1.602(5), including limitation and exclusion of evidence and witnesses and payment of costs or attorney fees. The court will resolve disputes regarding oral agreements on scheduling by reference to this Plan or any Stipulated Amendments to this Plan.

16. Other *List additional agreements of the parties for the Trial Scheduling and Discovery Plan*

At least one signature to the Trial Scheduling and Discovery Plan is required. The signer certifies that all listed parties have joined in this Trial Scheduling and Discovery Plan, subject to any objections noted.

I certify that all parties and attorneys to this action have agreed to this Trial Scheduling and Discovery Plan and have been served with a copy.

_____	_____	, 20_____	/s _____
<i>Signed:</i>	<i>Month</i>	<i>Day</i>	<i>Year</i>
Eric J Langston			Langston Legal PLC
<i>Printed name</i>			<i>Attorney's law firm, if applicable</i>

_____	_____	_____	_____
<i>Mailing address</i>	<i>City</i>	<i>State</i>	<i>ZIP code</i>
(319 _____) 435-9793	eric@langston.legal		
<i>Phone number</i>	<i>Email address</i>	<i>Additional email address, if available</i>	

Original filed with the clerk of court or electronically filed at <https://www.iowacourts.state.ia.us/EFile/>.

Copies to: counsel of record, self-represented litigants, and court administration.

For questions regarding documents filed with the court in this case, please see <https://www.iowacourts.state.ia.us/ESAWebApp/SelectFrame> or call the clerk of court.

Attachment A

Agreement Regarding Discovery of Electronically Stored Information

The parties agree to preserve all relevant data in whatever form stored and to take such steps as are necessary to ensure that automated deletion protocols not be used on data potentially germane to the case.

The parties agree to exchange electronically stored information in its native format, or such format as the parties further agree. For example, text messages may be produced by PDF or transcribed with an accompanying affidavit certifying such copy is a true and accurate copy of the actual text messages.

AMENDED-AFFIDAVIT OF SERVICE

Case: EQCV099092	Court: IOWA DISTRICT COURT	County: LINN	Job: 6588458
Plaintiff / Petitioner: MICHAEL E. THORSON		Defendant / Respondent: PROMETHEUS, INC a/k/a THE BOHEMIAN	
Received by: Attorneys Process Service		For: LANGSTON LAW PLC	
To be served upon: PROMETHEUS, INC a/k/a THE BOHEMIAN c/o MICHAEL A. RICHARDS, registered agent			

I, Michael Barry, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: PROMETHEUS, INC a/k/a THE BOHEMIAN c/o MICHAEL A. RICHARDS, registered agent , 1029 3rd St SE, Cedar Rapids, IA 52401

Manner of Service: Registered Agent, Jan 19, 2022, 6:30 pm CST

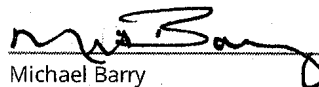
Documents: ORIGINAL NOTICE, PETITION IN EQUITY

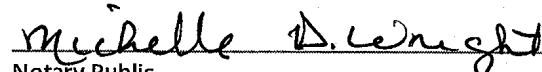
Additional Comments:

1) Successful service: Jan 19, 2022, 6:30 pm CST at 1029 3rd St SE, Cedar Rapids, IA 52401 received by PROMETHEUS, INC a/k/a THE BOHEMIAN c/o MICHAEL A. RICHARDS, registered agent. Age: 50's; Ethnicity: Caucasian; Gender: Male; Weight: 200; Height: 5'9".

Fees: \$40.00 service fee \$10 mileage Total \$50.00

Subscribed and sworn to before me by the affiant who is personally known to me.


 Michael Barry _____
 Date


 Michelle D. Wright _____
 Notary Public
 3-28-22 _____
 Date Commission Expires

Attorneys Process Service
 P.O. Box 2272
 Cedar Rapids, IA 52406
 319-431-7000



IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Motion for Order
Prometheus, Inc. a/k/a The Bohemian,	)	Directing Collection of Rent
Defendant.)	

COMES NOW Michael E. Thorson (the “*Plaintiff*”) and files this Motion for Order Directing Collection of Rent against Prometheus, Inc. a/k/a The Bohemian (the “*Defendant*”) and in support thereof states as follows:

1. The Plaintiff is selling certain real estate (the “*Real Estate*”) to the Defendant under a certain land sale contract (the “*Sale Contract*”), to wit. Lot 3 Block 54 in Carpenter’s Seventh Addition to the City of Cedar Rapids, Linn County, Iowa.

2. Eric Wullner (the “*Tenant*”) occupies the Real Estate subject to a lease (the “*Lease*”) with the Defendant.

3. The Tenant works at the Bohemian restaurant, which operates under NewBohemian, Inc.

4. The terms of the Lease are for \$500 in monthly rent to be paid.

5. The Defendant is not collecting rent from the tenant, which are funds that could otherwise be used to cure the default existing under the Sale Contract.

6. Accordingly, the Bohemian restaurant is providing free housing to an employee, the Tenant, while allowing a default to continue under the Sale Contract.

[Remainder of Page Intentionally Left Blank; Prayer for Relief Follows]

WHEREFORE the Plaintiff prays that the Court enter an order (i) directing the Defendant to collect the \$500 monthly rent from the Tenant and (a) to remit the same to the Plaintiff, or, in the alternative, (b) to remit the same to an escrow fund.

Eric J Langston

Eric J. Langston, AT0014001
Langston Legal PLC
5249 N Park Pl NE #1008
Cedar Rapids, Iowa 52402
(319) 435-9793

Certificate of Service

I certify that I filed the foregoing with the EDMS on Wednesday, March 30, 2022, and emailed a copy to Michael Richards at soyawax@aol.com based on his permission.

Eric J Langston

Eric J. Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E Thorson

v.

EQCV 099092

Prometheus INC

Resistance to motion
for order on collecting rents

Comes now the defendant Prometheus Inc and resists the motion of Plaintiff as follows.

- 1] Plaintiff's motion is not procedurally correct.
- 2] Plaintiff must first file for a receiver and ,if granted, the receiver can take possession of the property including the rents
- 3] Plaintiff pled the request for a receivership.

Wherefore it is prayed that the motion of the Plaintiff for collection of rents be dismissed.

/s/ _____
Attorney John M Heckel
#AT0003289
5250 North Park Place NE
Suite 114
Cedar Rapids, Iowa 52402
319-373-1989 [tel]
319-373-8673 [fax]
Heckellaw@JMHeckel.com

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Reply in Support of Motion for Order
Prometheus, Inc. a/k/a The Bohemian,	)	Directing Collection of Rent
Defendant.)	

COMES NOW Michael E. Thorson (the “*Plaintiff*”) and files this Reply in Support of its Motion for Order Directing Collection of Rent against Prometheus, Inc. a/k/a The Bohemian (the “*Defendant*”) and in support thereof states as follows:

1. While Plaintiff requested tPlaintiff has been unable to locate a receiver to handle the Real Estate due to its small size. In short, it is too administratively burdensome to obtain a receiver over the Real Estate.

2. Defendant claims “Plaintiff *must* first file for a receiver.” Resistance at ¶2. (emphasis added).

3. However, the Court is sitting in equity and is not bound to appoint a receiver if the equities of the case otherwise warrant. Iowa Code 680.1 (the Court “*may* appoint a receiver”) (emphasis added).

4. Defendant admits that it provides the benefit of free housing, valued at \$500 per month, to the Tenant, an employee of NewBohemian, Inc., in lieu of curing the default under the Sale Contract.

5. It is inequitable for the Defendant to benefit from their wrongdoing. The Defendant is in default of the Sale Contract. The Defendant has a potential source of revenue, viz. the Tenant’s rent payments. However, the Defendant breaks their obligation under the Sale Contract while simultaneously benefitting in the form of granting free living arrangements to an employee of NewBohemian, Inc., which is operated by Richards and his family.

6. Plaintiff merely requests that the Defendant collect the rent that is due under the Lease from the Tenant. The funds would then either be used to cure the default under the Sale Contract or, alternatively, to deposit into an escrow account pending further determination from this Court.

WHEREFORE the Plaintiff prays that the Court enter an order (i) directing the Defendant to collect the \$500 monthly rent from the Tenant and (a) to remit the same to the Plaintiff, or, in the alternative, (b) to remit the same to an escrow fund.

Eric J Langston

Eric J. Langston, AT0014001
Langston Legal PLC
5249 N Park Pl NE #1008
Cedar Rapids, Iowa 52402
(319) 435-9793

Certificate of Service

I certify that I filed the foregoing with the EDMS on Wednesday, March 30, 2022, and emailed a copy to Michael L. Richards at soyawax@aol.com based on his permission.

Eric J Langston

Eric J. Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY**MICHAEL EUGENE THORSON****Plaintiff(s),****CASE NO. 06571 EQCV099092****vs.****ORDER****PROMETHEUS INC****Dated: 03/31/2022****Defendant(s).**

On this date, Plaintiff's March 30, 2022 Motion for Order Directing Collection of Rent came before the undersigned for review. While Plaintiff has asserted the Court can utilize its general equitable powers to order collection of rent, Plaintiff has offered no specific authority in support of his Motion. Therefore, the Motion is denied, without prejudice to re-filing if Plaintiff provides the Court with the specific authority he believes entitles him to an order directing collection of rent.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type:
Other Order

So Ordered

A handwritten signature in black ink that reads "Chad A. Kepros".

Chad Kepros, District Court Judge,
Sixth Judicial District of Iowa

IOWA DISTRICT COURT FOR LINN COUNTY

**ORDER SETTING TRIAL
AND APPROVING PLAN**

Case No : 06571 EQCV099092

Date Petition Filed : 01/10/22

Case Type : Equity

Trial Type : Non-Jury

Expected Length of Trial : 1 DAY

The amount in controversy exceeds \$10,000 : Yes

MICHAEL EUGENE THORSON
Plaintiff

vs.

PROMETHEUS INC
Defendant**APPEARANCES:**

For the Plaintiff: ERIC J LANGSTON

For the Defendant: JOHN M HECKEL

Non Jury Trial is scheduled on 06/30/2022 at 09:00 AM at the Linn County Courthouse, 3rd Avenue Bridge, Cedar Rapids, IA.

The Court offered an earlier trial date that was declined.

2. PRE-TRIAL CONFERENCE

A pre-trial conference shall be held upon request of the parties or by order of the Court.

3. DISCOVERY PLAN

Trial Scheduling and Discovery Plan has been filed in this matter in compliance with IRCP1.507(2). The Trial Scheduling and Discovery Plan has been completed. No additional hearings are required. The Trial Scheduling and Discovery plan is incorporated into this order, ***except for the deadline for the filing of motions for summary judgment at paragraph 10. Motions for summary judgment shall be filed at least 90 days before trial.***

Clerk to notify.

If you need assistance to participate in court due to a disability, call the disability coordinator at (319) 398-3920 or information at <https://www.iowacourts.gov/for-the-public/ada/>. Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). **Disability coordinators cannot provide legal advice.**



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Order Setting Trial

So Ordered

A handwritten signature in cursive script that reads "Casey Cooper".

Casey Cooper, Court Administration Designee
Sixth Judicial District of Iowa

Electronically signed on 2022-04-14 14:33:24

IN THE IOWA DISTRICT COURT FOR LINN COUNTY**MICHAEL EUGENE THORSON****Petitioner/Plaintiff(s),****and concerning/vs.****PROMETHEUS INC****Respondent/Defendant(s).****CASE NO. 06571 EQCV099092****ORDER RE: SUBMISSION OF TRIAL AND
HEARING EXHIBITS****Dated: 04/14/2022**

The provisions of this order shall apply to any exhibits the parties may offer as evidence for any trial or hearing in this case. Failure to comply with the provisions of this order may, if the judge conducting the hearing or trial deems it appropriate, result in the imposition of sanctions under Iowa Rules 1.602(5) and/or 16.609.

1. To allow the court to comply with Iowa Rule 16.412(1)(a) and to allow the Clerk of Court adequate time to process proposed exhibits in advance of any hearing or trial, all exhibits that can be maintained electronically must be scanned and submitted on the Electronic Document Management System ("EDMS") as proposed exhibits no later than 4:00 p.m. the second business day prior to the start of the hearing or trial at which the exhibits may be used (e.g. 4:00 p.m. on Thursday if a hearing or trial is set for Monday). The court may, by separate order, require submission of exhibits sooner.

Proposed exhibits must be submitted in accordance with the requirements of Iowa Rule 16.412(2). This requirement does not apply to any party who has been exempted from electronic filing.

2. To maintain fairness and equality between parties, if a party has been exempted from electronic filing, that party must fax, email, or personally deliver copies of all exhibits that may be used at any hearing or trial to the opposing party or counsel for the opposing party no later than 4:00 p.m. the second business day prior to the start of the hearing or trial at which the exhibits may be used. Any party who is an electronic filer must also fax, email, or personally deliver copies of all electronically submitted exhibits to each exempt filer no later than 4:00 p.m. the second business day prior to the start of the hearing or trial at which the exhibits may be used.

3. Prior to scanning and submission of proposed exhibits, each self-represented party and each attorney submitting proposed exhibits must redact (i.e. black out or otherwise remove) all confidential and protected information as required by Iowa Rule 16.412(1)(c) and chapter VI of chapter 16 of the Iowa Rules. For exhibits that cannot be redacted because of their nature, such as mental health records, the party submitting the proposed exhibit must request an order sealing said exhibit before it is offered and admitted. When required by statute, a party submitting a proposed exhibit must obtain an order providing that the exhibit will be sealed after admission before the proposed exhibit is submitted on EDMS. Any party submitting a proposed exhibit that may need to be assigned a heightened security level when admitted must notify the court with an appropriate filing before the proposed exhibit is submitted on EDMS. The party must also ask the court to seal the exhibit at the time it is offered to ensure that all sealed exhibits are identified and sealed in the court's exhibit

management order. The provisions of this paragraph also apply to any paper exhibits submitted by parties who have been exempted from electronic filing.

4. Parties and attorneys who have not been exempted from electronic filing may only use a non-electronic exhibit when it is not possible to maintain the exhibit electronically (e.g., videos, audio recordings, firearms, and other physical evidence). When submitting video or audio recordings, parties shall submit an original and one copy of each such exhibit so that the Clerk of Court may retain custody of the original and allow the copy to be accessed by individuals wishing to review the exhibit.

5. Parties and attorneys must have accurate and complete paper copies of all electronic exhibits available for use by witnesses and/or the jury at the time of any trial or hearing. Parties and attorneys are urged to determine whether the judge who will preside over a hearing or trial will also want a paper copy of exhibits. Paper exhibits will not be maintained by the Clerk of Court unless an original paper exhibit has been admitted during the trial or hearing.

6. Parties must have a complete exhibit list available for the court's use at any hearing or trial so that the court can accurately record the exhibits offered and admitted. Parties must also accurately and with detail reflect the information provided on the complete exhibit lists when inputting their proposed exhibit submissions in EDMS. The exhibit number and descriptions fields should, to the extent possible, mirror what is reflected on the exhibit list. If changes are made or required during the filing process, a complete amended exhibit list should be made available to ensure accuracy of the record.

If this order is entered in a probate case, the Clerk of Court shall not assess \$10.00 for entry of the order.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in blue ink that reads "Lars G. Anderson".

Lars G. Anderson, Chief District Court Judge,
Sixth Judicial District of Iowa

Electronically signed on 2022-04-14 14:33:42

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E Thorson

v.

EQCV 099092

Prometheus INC

INITIAL DISCLOSURES

1] The parties who have knowledge of this matter are as follows:

A] Michael L Richards,926 Fifth ST SE, Cedar Rapids Iowa 52403

B] Michael A Richards 929 Fifth ST SE Cedar Rapids, Iowa

C] Michael Eugene Thorson,2405 26th Ave Marion Iowa 52302

2] There are no electronic documents to be disclosed at this time. Defendant is searching for emails at this time.

3] Paper documents are the checks Michael L Richards paid to Wells Fargo in 2020 and 2021.

Wherefore these are the initial disclosures require by rule1.500(1)IRCP

/s/ _____
Attorney John M Heckel
#AT0003289
5250 North Park Place NE
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Cedar Rapids, Iowa 52402
319-373-1989 [tel]
319-373-8673 [fax]
Heckellaw@JMHeckel.com

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,	)	Related Case No. LACV098783
vs.)	
Prometheus, Inc. a/k/a The Bohemian,	)	Motion to Combine Cases
Defendant.)	

COMES NOW Michael E. Thorson (the "*Plaintiff*") and files this Motion to Combine Cases and in support thereof states as follows:

1. Plaintiff seeks leave of the Court to amend the pleadings. Iowa R. Civ. P. §1.402(4) (allowing parties to amend pleadings by leave of court).

2. The Plaintiff sold 926 5th Street, Cedar Rapids, Iowa (the "*Real Estate*") to Prometheus, Inc. (the "*Defendant*") by way of a certain sales contract that is recorded in Book 10274 at Page 550 with the Linn County Recorder (the "*Sales Contract*"), which was attached to the Petition as Exhibit A.

3. In the present action, Plaintiff seeks to compel Defendant to complete the sale contemplated by the Sales Contract.

4. Michael L. Richards ("*Richards*") signed the Sales Contract.

5. Richards took out a loan (the "*Loan*") from Plaintiff for the purpose of making a payment towards the Sales Contract.

6. Plaintiff filed a Petition at Law filed on November 18, 2021, with the Linn County Clerk of Court bearing case number LACV098783 (the "*Other Lawsuit*"). The suit was to collect on Richards' default on the Loan.

7. However, Richards has made himself judgment proof by hypothecating all of his personal property, business interests, and real property to his other family members or to the Defendant. Such transfers are potentially avoidable under Iowa Code §684 as fraudulent transfers.

8. Plaintiff seeks to amend the pleadings to incorporate the pleadings from the Other Lawsuit into the present action and to have the Defendant and Richards be jointly and severally liable for their default.

9. Plaintiff asserts that merging the present action with the Other Lawsuit will better serve the interests of justice. See Iowa R. Civ. P. §1.402(4) (providing that leave to amend “be freely given when justice so requires”).

10. Though Richards may not have an ownership interest in the Defendant, he still exerts control over the Defendant and benefits from the Defendant. For example, Richards lives in a house owned by the Defendant but Richards does not have to pay rent; Richards uses a cell phone provided by the Defendant but Richards does not have to pay for the phone.

11. In determining the accounting of the Sale Contract, the payment made on account of the Loan would need to be removed if the Other Lawsuit were not joined with the present action. Thus, the parties will be able to more efficiently determine the scope of liability and damages through combination of the case.

12. Denying the merger of the Other Lawsuit with the present action would be unjust because Richards will have been able to induce Plaintiff into making a payment towards the Sales Contract while at the same time avoiding liability under such Loan due to previous transfers that hinder creditors’ recovery efforts.

WHEREFORE Plaintiff requests that the Other Lawsuit be merged with the present action, and for such other relief as is just and proper under the circumstances.

Eric J Langston

Eric J. Langston, AT0014001
Langston Legal PLC
5249 N Park Pl NE #1008
Cedar Rapids, Iowa 52402
(319) 435-9793

Certificate of Service

I certify that I filed the foregoing with the EDMS on Wednesday, May 18, 2022, and emailed a copy to Michael L. Richards at soyawax@aol.com based on his permission.

Eric J Langston

Eric J. Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E Thorson

v.

EQCV 099092

Prometheus INC

RESISTANCE TO MOTION TO COMBINE CASES

The defendants Prometheus Inc resists the motion to combine cases as follows:

1] There is no commonality of parties. The defendant Prometheus has no connection to the second case the plaintiff is trying to combine with.

2] There is no commonality of issues. This case is a contract foreclosure, and the other case appears to be a collection on a debt. The two matters are unrelated. They involve different funds, different parties, and different theories of recovery. Defendant's defenses in this case are totally unrelated to the other case.

3] Defendant's counsel has prepared the defense for this case. No work has been done on the second case as counsel has not been retained for that case.

Wherefore, it is prayed to the Court to overrule the Plaintiff's motion to join the two cases.

/s/ _____
Attorney John M Heckel
#AT0003289
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Heckellaw@JMHeckel.com

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,)	Case No. EQCV099092
Plaintiff,	)	Related Case No. LACV098783
vs.)	
Prometheus, Inc. a/k/a The Bohemian,	)	Reply in Support of
Defendant.	)	Motion to Combine Cases

COMES NOW Michael E. Thorson (the “*Plaintiff*”) and files this Reply in Support of his Motion to Combine Cases and in support thereof states as follows:

1. The Plaintiff sold 926 5th Street, Cedar Rapids, Iowa (the “*Real Estate*”) to Prometheus, Inc. (the “*Defendant*”) by way of a certain sales contract that is recorded in Book 10274 at Page 550 with the Linn County Recorder (the “*Sales Contract*”), which was attached to the Petition as Exhibit A. Michael L. Richards (“*Richards*”) signed the Sales Contract. Richards took out a loan (the “*Loan*”) from Plaintiff for the purpose of making a payment towards the Sales Contract. Plaintiff filed a Petition at Law filed on November 18, 2021, with the Linn County Clerk of Court bearing case number LACV098783 (the “*Other Lawsuit*”). The Other Lawsuit was to collect on Richards’ default on the Loan.

2. Defendant contends that there is no commonality of parties. Resistance at ¶1.

3. Curiously though, it was Richards who made the first filing in the instant case. See Request for Exemption from Registration and E-Filing (Rule 16.302(2)) and Statement to the Court of Mistaken Identity.

4. Also, the Loan and the Sales Contract are significantly related, viz. the Loan’s proceeds were solely used to make a payment towards the Sales Contract. “[O]ne of the circumstances which may move a court to disregard corporate entity is where limited liability would be inequitable.” *Boyd v. Boyd & Boyd, Inc.*, 386 N.W.2d 540, 544 (Iowa Ct. App. 1986). If the Court were to disregard the corporate formality between the Defendant and Richards, then there would be commonality of parties.

5. Richards stated that he took a “vow of poverty” years ago at his debtor’s examination in the Other Lawsuit. Notably, Richards took the vow of poverty prior to taking out the Loan from Plaintiff. Thus, deceptively, Richards was able to assume the obligation from the Loan, while being judgment proof, but Defendant would receive the proceeds from the Loan as a payment towards the Sales Contract. Recognizing the corporate form would be inequitable because it allows a debtor to avoid recourse from a creditor by using the corporate form as a means of fraud.

6. Defendant contends that there is no commonality of issues. Resistance at ¶2.

7. The issue is to resolve the breaches of contract caused by Defendant and Richards with regards to their efforts to purchase the Real Estate. On the one hand, there is the Sales Contract, to which Plaintiff and Defendant are privy, and on the other hand, there is the Loan, to which Plaintiff and Richards are privy. Defendant has admitted defaulting under the Sales Contract. *See* Email Admission, attached hereto as **Exhibit A**. Richards confessed to judgment in the Other Lawsuit, of which the Court can take judicial notice. Accordingly, the only issue is damages. Both Defendant and Richards have admitted liability for their breaches of contract. Adjudicating damages for the Sales Contract and the Loan is best accomplished in one proverbial fell swoop.

8. As noted above, respecting the corporate formality and limited liability would be inequitable. With the Defendant and Richards’ mechanism of bifurcating the obligations due under the Loan from the proceeds received from the Loan, they place the Loan obligations with a judgment-proof person (viz. Richards) while simultaneously placing the proceeds of the Loan with an entity not party to the Loan. However, the loan proceeds are first held by Richards who then transfers them to the Defendant. *See* Iowa Code §684.1 (providing definitions associated with voidable transactions). Richards appears to have gotten nothing in return for the transfer and the transfer appears to with the actual intent

to hinder, delay, or defraud the Plaintiff, viz. Richards did not disclose he had taken a vow of poverty prior to executing the Loan, and the Plaintiff understood Richards' actions with regards to the Loan to be in furtherance of consummating the transaction contemplated by the Sales Contract. *See* Iowa Code §684.4(1)(a), (b). Indeed, the transfer was to an insider, Richards retained control over the proceeds of the Loan by virtue of being a member of the Defendant, the transfer was not disclosed and was concealed, the transfer was of substantially all of Richard's assets (because of his vow of poverty, he presumably had no other assets), Richards received nothing in return for the transfer, Richards was insolvent before the obligation was incurred or transfer was made, and the transfer occurred shortly after a substantial debt was incurred. *See* Iowa Code §684.4(2)(a), (b), (c), (e), (h), (i), (j) (badges of fraud).

9. Respectfully, Plaintiff urges the Court to disregard the corporate entity so as to view the Defendant and Richards as one. Indeed, Plaintiff only dealt with Richards with regards to both the Sales Contract and the Loan. Further, the transfer accomplished (of the proceeds from the Loan going from Richards to the Defendant) is certainly voidable because nothing was received by Richards in exchange. The Court would not need to reach the issue of voidable transfers if the Court disregards the corporate entity so as to view the Defendant and Richards as one.

10. Defendant asserts that the instant case "is a contract foreclosure" and that the Other Lawsuit is "a collection on a debt." Resistance at ¶2. Further claiming that the two cases involve "different theories of recovery." *Id.*

11. This distinction is illusory because in the instant case Plaintiff is collecting on the accelerated amount due under the Sales Contract, and in the Other Lawsuit Plaintiff is collecting on the amount due under the Loan. In both case, Plaintiff is collecting on the

amount due pursuant to a written agreement. Further, the written agreements are related because the Loan would not exist but for the Sales Contract.

12. Defendant asserts that its counsel has prepared for the instant case and not the Other Lawsuit. Resistance at ¶3. Further stating that no work was done on the Other Lawsuit because Defendant's counsel was not retained for the Other Lawsuit. *Id.*

13. Plaintiff suggests that there is no further preparation that is needed in the Other Lawsuit as a final judgment exists with regards to the default and amount of damages.

14. Plaintiff learned Richards had taken a vow of poverty while Plaintiff was collecting on the judgment in the Other Lawsuit. Rather than maintain the corporate distinction between the Defendant and Richards, Plaintiff suggests that it would be in the interest of judicial economy to suspend such corporate distinction. Indeed, the Sales Contract and the Loan are all part of the Defendant and Richards' efforts to purchase the Real Estate from the Plaintiff. Upholding the corporate distinction would require adjudicating a fraudulent transfer claim (of a transfer between Richards and the Defendant of the proceeds of the Loan) and would require separately accounting for the Loan and the Sales Contract. Because the Loan and the Sales Contract are part of the same contemplated transaction, it seems folly to go through extensive accounting to determine the relative liability to the Defendant versus Richards.

15. A successful action for fraudulent conveyance would result in the Defendant paying for Richards' default under the Loan. Setting aside the corporate distinction yields the same result. Because of the seven badges of fraud, the transfer is invalid, which results in the Defendant paying for Richard's' default under the Loan. Plaintiff asserts that it is in the interests of justice to disregard the corporate distinction between the Defendant and Richards.

WHEREFORE Plaintiff requests that the Court grant the Motion to Combine Cases, direct the Clerk of the Court to merge the Other Lawsuit with the present action, and for such other relief as is just and proper under the circumstances.

Eric J Langston

Eric J. Langston, AT0014001
AEGIS Law
601 S. Lindbergh Blvd
St.Louis, MO 63131
(319) 435-9793

Certificate of Service

I certify that I filed the foregoing with the EDMS on Tuesday, May 31, 2022, and emailed a copy to Michael L. Richards at soyawax@aol.com based on his permission.

Eric J Langston

Eric J. Langston



Eric Langston <eric@langston.legal>

RE: Thorson v Prometheus (EQCV099092) - Trial Scheduling, Initial Disclosures, Initial Discovery

John Heckel <HeckelLaw@jmheckel.com>
To: Eric Langston <eric@langston.legal>

Thu, Apr 21, 2022 at 10:13 AM

Eric,

[REDACTED] The default on the contract is admitted. [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

John M Heckel

[5250 N Park PL NE Ste 114](#)

[Cedar Rapids, Iowa 52402](#)

319-373-1989

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN THE IOWA DISTRICT COURT FOR LINN COUNTY**MICHAEL EUGENE THORSON****Plaintiff(s),****CASE NO. 06571 EQCV099092****vs.****ORDER****PROMETHEUS INC****Dated: 06/02/2022****Defendant(s).**

On this date, Plaintiff's May 18, 2022 Motion to Combine Cases came before the undersigned for review. Defendant has resisted the Motion, and Plaintiff has filed a Reply. The Court has considered the positions of the parties and concludes that combining this case with LACV098783 would be improper because the Court does not view the issues of the two cases as being sufficiently related such that consolidation of the cases would be supported, and this action is set for trial in less than a month, whereas LACV098783 has already had a judgment entered and is most recently the subject of garnishment proceedings. The Court is not convinced that consolidation will promote judicial economy. The May 18, 2022 Motion to Combine Cases is denied.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type:
Other Order

So Ordered

A handwritten signature in black ink, appearing to read "Ian K. Thornhill".

Ian K. Thornhill, District Court Judge,
Sixth Judicial District of Iowa

Electronically signed on 2022-06-02 08:31:50

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E Thorson

v.

EQCV 099092

Prometheus INC

TRIAL BRIEF

Comes the Defendant and submits the following Trial Brief to the Court concerning the issues to be raised at trial:

- I. A contract sale of property requires a notice under the residential disclosure 558.A of the Iowa Code. Specially, 558.2 requires the disclosure to be done prior to the finalization of the real estate transaction. Plaintiff has produced a replica of what he claims the notice was, but it was not drafted until after the law suit began. Defendant's position is that it never received the 558A.2 notice and the contract should be voided because of that.
- II. As this is a foreclosure of a real estate contract, Chapter 654 applies to the action. One of the requirements of Chapter 654 is the giving of a notice to cure default under section 654.2D. The language and form of the notice is set in the statute. Plaintiff has failed to give the defendant a notice to cure. Plaintiff's notice of acceleration does not conform to the language in 654.2B. It is the position of the defendant that a notice to cure is a condition precedent in the Chapter 654-foreclosure statute UNDER 654.2D. The petition of Plaintiff should be denied because of the lack of a notice to cure. Defendants states he found a buyer for the balance of the contract but it was after the lawsuit had commenced.
- III There are title problems with the property. Plaintiff did not file the contract within the ninety days of the signing of it. Under Iowa Code 558.46 the contract must be filed with the recorder within 90 days of the making the contract. The contract was signed March 11 of 2017. The contract was not filed with the recorder until January 7, 2019. That creates a possible penalty of 576 days times the fine of up to \$100 a day. There is nothing of record indicating the fine was waived. This possible fine is a lien on the title and needs to be cleared prior to any judgment or sale. The plaintiff cannot deliver Merchantable title to the property without resolving the possible fine. Further Seller did not own the property when the contract was signed. A prior contract was still in effect from 2013. The title was not cleared from this problem until 2019 from the prior contract. The deed used to remedy the prior contract problem is invalid as it does not state the marital status of the parties. So, the prior contract remains in effect.

IV There is testimony in the record as to a possible sale. The Plaintiff rejected the offer as it did not make provision for Plaintiff's attorney fees. Plaintiff's attorney wanted \$17000 added to the contract balance for attorney's fees. That is unreasonable in this action. That refusal to accept the offer should be viewed as a tender of funds which was rejected by Plaintiff. There is no default on the contract as the buyer had produced a new cash buyer.

V. Section 7 of the real estate contract provides that the seller shall produce an abstract of title showing record merchantable title in the Plaintiff. Seller has failed to do so Seller cannot default the contract when the seller is in default itself. Seller first must show that it has record merchantable title in the property. Given the problems in paragraph III. above, Seller cannot deliver title if the contract was paid.

Respectfully submitted .

/s/ John M Heckel
Attorney John M Heckel
#AT0003289
5250 North Park Place NE
Suite 114
Cedar Rapids, Iowa 52402
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319-373-8673 [fax]
Heckellaw@JMHeckel.com

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.)	
Prometheus, Inc. a/k/a The Bohemian,	)	Motion for Videoconference Appearance
Defendant.)	

COMES NOW Michael E. Thorson (the “*Plaintiff*”) and files this Motion for Videoconference Appearance and in support thereof states as follows:

1. Counsel for Plaintiff has recently tested positive for Covid and requests permission to appear by videoconference for the trial scheduled for Thursday, June 30, 2022, to avoid exposing others to Covid.

WHEREFORE Plaintiff requests that the Motion be granted, that Counsel for Plaintiff be allowed to appear for trial via video conference, and for such other relief as is just and proper under the circumstances.

Eric J Langston

Eric J. Langston, AT0014001
Langston Legal PLC
5249 N Park Pl NE #1008
Cedar Rapids, Iowa 52402
(319) 435-9793

Certificate of Service

I certify that I filed the foregoing with the EDMS on Tuesday, June 28, 2022, and emailed a copy to Michael L. Richards at soyawax@aol.com based on his permission.

Eric J Langston

Eric J. Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E Thorson

v.

EQCV 099092

Prometheus INC

RESISTANCE TO MOTION TO ALLOW VIDEO APPEARANCE

The defendant Prometheus Inc resists the motion to allow video appearance at trial as follows:

- 1] Defendant's resistance is based on a notice from the clerk that a motion has been filed. The motion does not show on the trial database yet. The time is 7:15 am the 29 of June 2022. At this time, Defendant has not seen the motion
- 2] Assuming the person to be examined by videoconferencing is Michael Thorson, Defendant resists the motion.
- 3] Defendant has several impeachment documents which may or may not be used at trial. Having a witness on video would require the impeachment documents to be disclosed ahead of time.
- 4] The proper remedy for an ill witness to continue the trial to a later date.

Wherefore, it is prayed to the Court to overrule the Plaintiff's motion to video conferencing in this case. The defendant has no opposition to a continuance.

/s/ John M Heckel _____
Attorney John M Heckel
#AT0003289
5250 North Park Place NE
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319-373-8673 [fax]
Heckellaw@JMHeckel.com

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Reply in Support of
Prometheus, Inc. a/k/a The Bohemian,	)	Motion for Videoconference Appearance
Defendant.)	

COMES NOW Michael E. Thorson (the “*Plaintiff*”) who files this Reply in Support of their Motion for Videoconference Appearance (the “*Motion*”) and states as follows:

1. Prometheus, Inc. a/k/a The Bohemian (the “*Defendant*”) file a resistance to the instant motion.

2. Plaintiff has not tested positive for covid and will be present. However, counsel for Plaintiff is proposing to be physically absent and instead to be present via videoconference.

3. Defendant asserts they have “several impeachment documents [that] may or may not be used at trial.” Resistance at ¶3. Plaintiff requests that Defendant be prepared at trial to immediately submit the documents electronically to Plaintiff’s counsel for examination — or even to produce the documents ahead of trial.

WHEREFORE Plaintiff requests that the Motion be granted, that Counsel for Plaintiff be allowed to appear for trial via video conference, that Defendant be directed to produce to Plaintiff the documents they intend to potentially use at trial, and for such other relief as is just and proper under the circumstances.

<p>Certificate of Service I certify that I filed the foregoing with the EDMS on Wednesday, June 29, 2022, and emailed a copy to Michael L. Richards at soyawax@aol.com based on his permission. <i>Eric J. Langston</i> Eric J. Langston</p>
--

Eric J. Langston

Eric J. Langston, AT0014001
AEGIS Law
222 Third Ave SE, Suite 501, Office 6
Cedar Rapids, Iowa 52401
(319) 435-9793

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

MICHAEL EUGENE THORSON

CASE NO. 06571 EQCV099092

Plaintiff/Petitioner,

ORDER RESETTING TRIAL

vs

PROMETHEUS INC

Dated: 06/30/2022

Defendant/Respondent.

**On motion of the court, due to limited judicial resources:
Trial set for June 30, 2022 is reset as set forth below.**

**Non Jury Trial is scheduled on 08/25/2022 at 09:00 AM at the Linn County Courthouse,
3rd Avenue Bridge, Cedar Rapids, IA. 1 day is/are estimated for trial.**

**Pretrial deadlines shall be as set forth in the Trial Scheduling and Discovery Plan previously
filed and approved.**

**It is further ordered that all deadlines contained in the Trial Scheduling and Discovery plan
previously filed and approved, as may have been amended, remain in effect.**

**IN THE EVENT THIS MATTER IS SETTLED PRIOR TO THE TRIAL, COUNSEL SHALL
PROMPTLY NOTIFY THE COURT ADMINISTRATOR'S OFFICE.**

Clerk to notify all interested parties



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Order Setting Trial

So Ordered

A handwritten signature in black ink, appearing to read "Justin Lightfoot".

Justin Lightfoot, District Court Judge
Sixth Judicial District of Iowa

Electronically signed on 2022-06-30 09:51:21

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael Eugene Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Motion for Leave to File Brief
Prometheus Inc.,)	
Defendant.)	

COMES NOW Michael Eugene Thorson (the "*Plaintiff*"), who files this Motion for Leave to File Brief and in support thereof states as follows:

1. Trial is scheduled for Thursday, August 25, 2022, for one day.
2. The deadline in the Trial Scheduling and Discovery Plan to file a trial brief was 7 to 14 days before trial.
3. Plaintiff requests leave of the Court to file their trial brief, which is attached hereto as **Exhibit 1**.

WHEREFORE the Plaintiff prays that the Court grant the Motion for Leave to File Brief, accept Exhibit 1 as Plaintiff's trial brief, and provide for such other relief as is just, proper, and necessary under the circumstances.

Eric J Langston

Eric J. Langston, AT0014001
AEGIS Law
601 S. Lindbergh Blvd., Flr 2
Frontenac, MO 63131
(319) 435-9793
Fax: (314) 454-9110
elangston@aegislaw.com

Certificate of Service

I certify that I filed the foregoing with the EDMS on Friday, August 19, 2022.

Eric J Langston

Eric J. Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael Eugene Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Trial Brief
Prometheus Inc.,)	
Defendant.)	

COMES NOW Michael Eugene Thorson (the “*Plaintiff*”), who files this Trial Brief and in support thereof states as follows:

I. Introduction and Facts

1. The Plaintiff is the owner of certain real estate commonly known as 1015 10th Ave SE, Cedar Rapids, Iowa and legally known as Carpenters 7th Addition to Cedar Rapids, Block 54, Lot 3, in Linn County, Iowa (the “*Real Estate*”).

2. The Plaintiff is the seller and Prometheus Inc. (the “*Defendant*”) is the buyer of the Real Estate under a certain Real Estate Contract - Short Form (the “*Sales Contract*”), which is recorded in Book 10274 at Page 550 with the Linn County Recorder, is attached hereto as **Exhibit 1-1**. The Court may take judicial notice of the Sales Contract.

3. The Plaintiff seeks to enforce the Sales Contract and sell the Real Estate to the Defendants.

4. The Sales Contract provides the following terms:

- i. “PRICE. The total purchase price for the Real Estate is fifty six thousand three hundred twelve and 65/100 Dollars (\$56,312.65) of which [twenty] Dollars (\$20) has been paid. Buyers shall pay the balance to Sellers at \$56,298.65, or as directed by Sellers, as follows: Michael Thorson, 2405 20th Ave SE, Marion, IA 52302. Paid as: (a) \$574.36 monthly payment to Wells Fargo for 24 months (b) balance then paid in full on or before 3/13/2017.” Sales Contract §1.

- ii. “INTEREST. Buyers shall pay interest from March 13, 2017 on the unpaid balance, at the rate of 6 percent per annum, payable _____. Buyers shall also pay interest at the rate of _____ percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.”
Sales Contract §2.
- iii. “POSSESSION CLOSING. Sellers shall give Buyers possession of the Real Estate on March 13, 2017, provided Buyers are not in default under this contract. Closing shall be on March 13, 2017.”
Sales Contract §5.
- iv. “ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract 3/19/2017 and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfer by or the death of Sellers or their assignees.”
Sales Contract §7.
- v. “CARE OF PROPERTY. Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.”
Sales Contract §8.
- vi. “REMEDIES OF THE PARTIES. ... b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity”
Sales Contract §11
- vii. “REMEDIES OF THE PARTIES. ... d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or

in equity available to them.”
Sales Contract §11

- viii. “REMEDIES OF THE PARTIES. ... e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney’s fees and costs as permitted by law.”
Sales Contract §11.
- ix. “TIME IS OF THE ESSENCE. Time is of the essence in this contract.” Sales Contract §14.
- x. “ADDITIONAL PROVISIONS. 1. Paid receipt for each monthly payment delivered to Seller.”
Sales Contract §20.
- xi. “ADDITIONAL PROVISIONS. ... 2. This contract final balance will be paid off in full to Wells Fargo Bank (Mortgage Holder) on or before March 13, 2019.”
Sales Contract §20.

5. Thus, the Sales Contract obliges the Defendant to make payments (the “*Payment Obligations*”) and to take good care of and keep the Real Estate in good and reasonable repair (the “*Maintenance Obligations*”).

6. Defendant admitted default of the Payment Obligations by means of email correspondence that is attached hereto as **Exhibit 1-2**.

7. Plaintiff has previously filed on the docket the notice to cure and the acceleration notice.

II. Applicable Law.

8. In *Junkin*, an executrix sold a property on contract to a purchaser who later defaulted on the contract. *Junkin v. McClain*, 265 N.W. 362, 363 (1936). After the default, the executrix commenced an action for specific performance of the sales contract by the purchaser and for declaration that the protective advancements made

be a lien on the rents accruing from the property. *Id.* at 364. Because real estate sales contracts are “governed by the same rules of law as if it was a mortgage,” the court reasoned that putting parties in the “same position” as “the mortgagor and mortgagee in express mortgages” meant that the executrix would be considered to have “deeded the land” to the purchaser and that the purchaser would be considered to have “given back a mortgage to secure the unpaid balance.” *Id.* at 366–67. The court affirmed the lower court’s grant of a “decree of specific performance against” the purchaser. *Id.* at 365.

9. Here, the Plaintiff sold the Real Estate by means of the Sales Contract to the Defendant, who has since defaulted. As in *Junkin*, both contract vendors sought specific performance. In *Junkin*, the court allowed the remedy of specific performance. Accordingly, the Court should allow the same remedy here.

III. Seller’s Disclosure (Iowa Code §558A.2)

10. The relevant statutory authority provides:

- i. “A person interested in transferring real property, or a broker or salesperson acting on behalf of the person, shall deliver a written disclosure statement to a person interested in being transferred the real property. The disclosure statement must be delivered prior to either the transferor making a written offer for the transfer of the real property, or accepting a written offer for the transfer of the real property.” Iowa Code §558A.2(1).
- ii. “The disclosure statement shall be made by personal delivery, certified or registered mail, or electronic delivery to the transferee or to the transferee's agent. If delivery is electronic, acknowledgment of receipt shall be provided pursuant to rules adopted by the commission. The delivery may be made to the spouse of the transferee, unless otherwise provided by the parties. *If the disclosure statement is not timely delivered*, the transferee may withdraw the offer or revoke the acceptance without liability, within three days following personal delivery of the statement or

five days following electronic delivery or delivery by mail.” Iowa Code §558A.2(2) (emphasis added).

11. The remedy for failure to provide a property disclosure is withdrawal of the offer or revocation of the acceptance without liability. Here, the parties consummated the transaction seemingly without preparing a property disclosure. Notwithstanding such fact, the Plaintiff provided an untimely, but otherwise compliant, property disclosure to Defendant.

IV. Required Notices (Iowa Code §§654.4B & 654.2D)

12. The relevant statutory authority provides:

- i. While “a creditor [must] comply with [§654.2D] before initiating an action pursuant to this chapter,” the “section does not apply if the creditor is an individual.” *Compare* Iowa Code §654.2D(1) *with* Iowa Code §654.2D(8).
- ii. “The notice of right to cure shall be in writing and shall conspicuously state the name, address, and telephone number of the creditor or other person to which payment is to be made, a brief identification of the obligation secured by the deed of trust or mortgage and of the borrower's right to cure the default, a statement of the nature of the right to cure the default, a statement of the nature of the alleged default, a statement of the total payment, including an itemization of any delinquency or deferral charges, or other performance necessary to cure the alleged default, and the exact date by which the amount must be paid or performance tendered and a statement that if the borrower does not cure the alleged default the creditor or a person acting on behalf of the creditor is entitled to proceed with initiating a foreclosure action or procedure. *The failure of the notice of right to cure to comply* with one or more provisions of this section is not a defense or claim in any action pursuant to this chapter and does not invalidate any procedure pursuant to chapter 655A, unless the person asserting the defense, claim, or invalidity proves that the person was substantially prejudiced by such failure.” Iowa Code §654.2B (emphasis added).
- iii. “Prior to commencing a foreclosure on the accelerated balance of a mortgage loan and after termination of any applicable cure

period, including but not limited to those provided in section 654.2A or 654.2D, a creditor shall give the borrower a fourteen-day demand for payment of the accelerated balance to qualify for an award of attorney fees under section 625.25 on the accelerated balance.” Iowa Code §654.4B(1).

13. Notwithstanding that Iowa Code §654.2D, Plaintiff still prepared and delivered a compliant notice, which appears on the docket as a March 28, 2022 filing. Specifically, the notice “conspicuously state[d] the name, address, and telephone number of” the Plaintiff in the first sentence. The notice identified the obligation as the Sales Contract in the second sentence. The second paragraph describes the Payment Obligations and Maintenance Obligations and that the default of the Sales Contract arose from defaulting on such obligations. In the first sentence of the third paragraph, the notice specified Defendant’s right to cure, the amount due, exclusive of attorney fees, and the deadline by which the cure period would expire. The amount listed for attorney fees was qualified with a note that curing the default did not require payment of such attorney fees. Accordingly, Plaintiff’s notice was compliant.

14. Even if Plaintiff had to comply with the notice requirement, and even if Plaintiff’s notice to cure was somehow defective, such failures are not a defense to foreclosing on the Sales Contract. See Iowa Code §654.2B.

15. With regards to the acceleration notice, Plaintiff filed such notice on the docket on March 28, 2022. The notice was sent on December 22, 2021, and the cure period under the notice of default ended December 16, 2021. Accordingly, it was sent at the proper time, viz. after the end of the cure period. The acceleration notice demanded payment of the accelerated balance within 14 days. Accordingly, Plaintiff’s notice was compliant.

V. Delayed Recordation (Iowa Code §558.46).

16. The relevant statutory authority is:

- i. “Every real estate installment sales contract transferring an interest in residential property shall be recorded by the contract seller with the county recorder in the county in which the real estate is situated not later than ninety days from the date the contract was signed by the contract seller and contract purchaser.” Iowa Code §558.46(1).
- ii. “Failure to record a real estate contract required to be recorded by this section by the contract seller within the specified time limit is punishable by a fine not to exceed one hundred dollars per day for each day of violation. The county recorder shall record a real estate contract presented for recording even though not presented within ninety days of the signing of the contract. The county recorder shall forward to the county attorney a copy of each real estate contract recorded more than ninety days from the date the contract was signed by the contract seller and contract purchaser. The county attorney shall initiate action in the district court to enforce the provisions of this section. Fines collected pursuant to this subsection shall be deposited in the general fund of the county.” Iowa Code §558.46(2).
- iii. “Failure to timely record shall not invalidate an otherwise valid real estate contract. However, a contract seller is prohibited from initiating forfeiture proceedings on the basis of a failure to comply with the terms of a real estate contract, if the contract has not been recorded.” Iowa Code §558.46(3).

17. The Linn County Attorney has indicated that they do not intend to prosecute an action to enforce the provisions of Iowa Code §558.46(2), which intent was conveyed by the email correspondence attached hereto as **Exhibit 1-3**.

VI. Title to the Real Estate.

18. The applicable title standard is:

- i. “If a deed was recorded over ten years ago, no further showing is necessary except when a suit has been commenced or a notice of claim has been filed in accordance with Iowa Code § 614.15. If a deed is recorded less than ten years ago, an affidavit that the

grantor was unmarried at the time of the execution and delivery of the deed must be obtained.

If the grantor was married at the time of the execution and delivery of a deed recorded less than ten years ago and the property was not their homestead, an affidavit must be obtained that the property was not their homestead. Further, a conveyance from the spouse will be necessary unless a showing is made that the spouse predeceased the grantor or that there was a dissolution or annulment of the marriage.

If the grantor was married at the time of the execution and delivery of a deed recorded less than ten years ago and the property was their homestead, the deed is not valid under Iowa Code § 561.13 “unless and until the spouse of the owner executes the same or a like instrument.” If the spouse is living and there has not been a dissolution or annulment of the marriage, a further conveyance from the spouse will be necessary. If the spouse is no longer living or if there has been a dissolution or annulment of the marriage, a new deed must be obtained from the original grantor or, if deceased, from the original grantor’s executor or administrator.” Iowa Land Title Standard 5.3.

19. In the event the Court finds in Plaintiff’s favor, Plaintiff will voluntarily forego enforcing the judgment until such time as: (1) an affidavit be obtained from Erin Thompson and Brian Thompson that clarifies their marital status and declares the Real Estate as not being their homestead and (2) if they are married to persons other than each other, a quit claim deed be obtained from the relevant spouses. To the extent they are married to each other, then no further quit claim deed is required as they joined in the original conveyance.

VII. Conclusion.

The Sales Contract is a valid contract that the Court should enforce through specific performance. The alleged defects are insufficient to preclude Plaintiff’s recovery.

WHEREFORE the Plaintiff prays that the Court (1) grant Plaintiff's request that the Sales Contract be specifically performed by the Defendant, (2) order the Defendant to pay the full amount due on the underlying mortgage within 30 days, (3) direct that, in the event Defendant fails to make such payment in full, execution be issued against the Real Estate, (4) award Plaintiff a deficiency judgment against Defendant for any amounts not recovered through sale of the Real Estate, (5) decree that Plaintiff has a first lien on the rents accruing from the Real Estate commencing as of the date the petition was served, viz. January 19, 2022, and (6) provide for such other relief as is just, proper, and necessary under the circumstances.

Eric J Langston

Eric J. Langston, AT0014001
AEGIS Law
601 S. Lindbergh Blvd., Flr 2
Frontenac, MO 63131
(319) 435-9793
Fax: (314) 454-9110
elangston@aegislaw.com

Certificate of Service

I certify that I filed the foregoing with the EDMS on Friday, August 19, 2022.

Eric J Langston

Eric J. Langston

Subject: RE: §558.46. Mandatory recording of certain residential real estate installment sales contracts
Date: Wednesday, June 29, 2022 at 9:28:28 AM Central Daylight Time
From: Maybanks, Nick
To: Eric Langston
CC: Epp, Lisa
Attachments: image006.png, image007.png, image008.png, image009.png, image010.png

CAUTION: This email is from an external source. Do not click links or open attachments unless you trust the sender!

Mr. Langston,

We are taking no action to collect any fines pursuant to Iowa Code Section 558.46 in this matter.

Best Regards,

Nick Maybanks
Linn County Attorney

From: Eric Langston <elangston@aegislaw.com>
Sent: Tuesday, June 28, 2022 11:09 AM
To: Maybanks, Nick <Nick.Maybanks@linncountyiowa.gov>
Subject: §558.46. Mandatory recording of certain residential real estate installment sales contracts

Nick,

I hope this message finds you well. I am wondering if I might get a letter or email from you regarding the application of §558.46 to the attached sales contract. It was executed on March 11, 2017, but somehow wasn't recorded until January 7, 2019.

The code provides that the Recorder would have sent the attached to you upon recording because it was recorded more than 90 days after execution. The code provides that the County Attorney may initiate proceedings to collect a potential fine of \$100 per day.

We are looking to cure a title objection that the fine could potentially be collected someday by having a letter from you specifying that the County does not wish to pursue the action.

Please let me know if there is any additional information that I can provide. Would be much obliged for your assistance.

Thanks,
-Eric



Eric Langston
AEGIS Law
Attorney

p: [314-454-9100](tel:314-454-9100) x 132
a. 222 Third Ave. SE, Ste. 501, Office #6, Cedar Rapids, Iowa 52401

w: aegislaw.com e: elangston@aegislaw.com

Follow Us





Eric Langston <eric@langston.legal>

RE: Thorson v Prometheus (EQCV099092) - Trial Scheduling, Initial Disclosures, Initial Discovery

John Heckel <HeckelLaw@jmheckel.com>
To: Eric Langston <eric@langston.legal>

Thu, Apr 21, 2022 at 10:13 AM

Eric,

[REDACTED] The default on the contract is admitted. [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

John M Heckel

[5250 N Park PL NE Ste 114](#)

[Cedar Rapids, Iowa 52402](#)

319-373-1989

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael Eugene Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Order
Prometheus Inc.,)	
Defendant.)	

Before the Court is Plaintiff's Motion for Leave to File its Trial Brief and, having reviewed the motion, noting the Trial Brief appears to be 1 day late, the fact the presiding judge may want to benefit from reading said document, and that there is no unfair prejudice to Defendant in granting the motion, but there could be unfair prejudice to the Plaintiff in the event the motion is denied, the Court hereby GRANTS Plaintiff's Motion for Leave to File its Trial Brief.

IT IS SO ORDERED.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in cursive script that reads "Jason D Besler".

Jason D. Besler, District Court Judge,
Sixth Judicial District of Iowa

Electronically signed on 2022-08-22 09:31:28

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael Eugene Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Motion for Leave to File Exhibit List
Prometheus Inc.,)	
Defendant.)	

COMES NOW Michael Eugene Thorson (the "*Plaintiff*"), who files this Motion for Leave to File Exhibit List and in support thereof states as follows:

1. Trial is scheduled for Thursday, August 25, 2022, for one day.
2. The deadline to file an exhibit list has passed.
3. Plaintiff requests leave of the Court to file their exhibit list, which is attached hereto as **Exhibit 1**.

WHEREFORE the Plaintiff prays that the Court grant the Motion for Leave to File Brief, accept Exhibit 1 as Plaintiff's trial brief, and provide for such other relief as is just, proper, and necessary under the circumstances.

Eric J Langston

Eric J. Langston, AT0014001
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601 S. Lindbergh Blvd., Flr 2
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(319) 435-9793
Fax: (314) 454-9110
elangston@aegislaw.com

Certificate of Service

I certify that I filed the foregoing with the EDMS on Tuesday, August 23, 2022.

Eric J Langston

Eric J. Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael Eugene Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Exhibit List
Prometheus Inc.,)	
Defendant.)	

Exhibit Number	Offered	Admitted
1-1 Sale Contract		
1-2 Correspondence re Iowa Code §558.46		
1-3 Email admission		

Eric J Langston

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elangston@aegislaw.com

Certificate of Service

I certify that I filed the foregoing with the EDMS on Tuesday, August 23, 2022.

Eric J Langston

Eric J. Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael Eugene Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Exhibit List
Prometheus Inc.,)	
Defendant.)	

Exhibit Number	Offered	Admitted
1-1 Sale Contract		
1-2 Correspondence re Iowa Code §558.46		
1-3 Email admission		

Eric J Langston

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elangston@aegislaw.com

Certificate of Service

I certify that I filed the foregoing with the EDMS on Tuesday, August 23, 2022.

Eric J Langston

Eric J. Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

MICHAEL EUGENE THORSON

Plaintiff(s)/Petitioner(s),

CASE NO. 06571 EQCV099092

vs./and concerning

MEMORANDUM ORDER

PROMETHEUS INC

Defendant(s)/Respondent(s).

Dated: 08/24/2022

Trial scheduled for August 25, 2022, is continued.

Trial Scheduling Conference is scheduled on 09/08/2022 at 10:30 AM at the initiation of a conference call.

Due to limited judicial resources the trial will not be reached on August 25, 2022. The trial scheduling conference set above shall be held By TELEPHONE with counsel and any unrepresented parties contacting court administration at 1-877-304-9269 and entering conference code number 673369 followed by the # sign.

Clerk to Notify.

If you need assistance to participate in court due to a disability, call the disability coordinator at (319) 398-3920 or information at <https://www.iowacourts.gov/for-the-public/ada/>. Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). **Disability coordinators cannot provide legal advice.**



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: ORDER FOR TRIAL SCHEDULING CONFERENCE

So Ordered

A handwritten signature in cursive script that reads "Casey Cooper".

Casey Cooper, Court Administration Designee
Sixth Judicial District of Iowa

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael Eugene Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Order
Prometheus Inc.,)	
Defendant.)	

Before the Court is Plaintiff's Motion for Leave to File its Exhibit List and, having reviewed the motion, having determined that notice of the motion was due and proper, having reviewed the docket, and having considered the attendant circumstances, the Court hereby GRANTS Plaintiff's Motion for Leave to File its Exhibit List.

IT IS SO ORDERED.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type:
Other Order

So Ordered

A handwritten signature in cursive script that reads "Jason D Besler".

Jason D. Besler, District Court Judge,
Sixth Judicial District of Iowa

IN THE IOWA DISTRICT COURT FOR LINN COUNTY**MICHAEL EUGENE THORSON****CASE NO. 06571 EQCV099092****Plaintiff/Petitioner,****ORDER RESETTING TRIAL****vs****PROMETHEUS INC****Dated: 09/08/2022****Defendant/Respondent.**

On today's date court administration held the trial scheduling conference. All parties were represented by counsel.

Non Jury Trial is scheduled on 10/27/2022 at 09:00 AM at the Linn County Courthouse, 3rd Avenue Bridge, Cedar Rapids, IA. 1 day is/are estimated for trial.

Pretrial deadlines shall be as set forth in the Trial Scheduling and Discovery Plan previously filed and approved.

It is further ordered that all deadlines contained in the Trial Scheduling and Discovery plan previously filed and approved, as may have been amended, remain in effect.

IN THE EVENT THIS MATTER IS SETTLED PRIOR TO THE TRIAL, COUNSEL SHALL PROMPTLY NOTIFY THE COURT ADMINISTRATOR'S OFFICE.

Clerk to notify all interested parties



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Order Setting Trial

So Ordered

A handwritten signature in cursive script that reads "Casey Cooper".

Casey Cooper, Court Administration Designee
Sixth Judicial District of Iowa

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Motion for Access
Prometheus, Inc. a/k/a The Bohemian,)	
Defendant.)	

COMES NOW Michael E. Thorson (the “*Plaintiff*”) who files this Motion for Access (the “*Motion*”) against Prometheus, Inc. a/k/a The Bohemian (the “*Defendant*”) and in support thereof states as follows:

1. The Plaintiff is the owner of certain real estate commonly known as 1015 10th Ave SE, Cedar Rapids, Iowa and legally known as Carpenters 7th Addition to Cedar Rapids, Block 54, Lot 3, in Linn County, Iowa (the “*Real Estate*”).

2. The Plaintiff is the seller and Prometheus is the buyer of the Real Estate under a certain Real Estate Contract - Short Form (the “*Sales Contract*”), which is recorded in Book 10274 at Page 550 with the Linn County Recorder.

3. A tree fell on the roof of the house at the Real Estate. A tenant resides at the house.

4. Though Defendant is obligated to insure the Real Estate and to take good care of the property and to keep the Real Estate in good and reasonable repair, Defendant has not made any repair efforts with regards to the tree on the roof or file a claim with any insurance.

5. While Plaintiff has insurance that will cover the repairs militated by the tree falling on the roof of the house, Defendant has denied access to the Real Estate.

6. The Sale Contract does not provide for the vendor to access the Real Estate. However, given that the vendor has insurance and the vendee appears to not have insurance, the vendor should be granted access to facilitate repairs at the Real Estate.

WHEREFORE Plaintiff requests that the Motion be granted, and for such other relief as is just and proper under the circumstances

Date: September 12, 2022.

Respectfully submitted,

Eric J Langston

Eric J. Langston, AT0014001
AEGIS Law
222 Third Ave SE, Suite 501, Office 6
Cedar Rapids, Iowa 52401
(319) 435-9793
(314) 454-9110
elangston@aegislaw.com

Certificate of Service

I certify that I filed the foregoing with the EDMS on Monday, September 12, 2022, and emailed a copy to Michael L. Richards at soyawax@aol.com based on his permission.

Eric J Langston

Eric J. Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY**MICHAEL EUGENE THORSON****Plaintiff(s),****CASE NO. 06571 EQCV099092****vs.****ORDER****PROMETHEUS INC****Dated: 09/13/2022****Defendant(s).**

The Court has before it Plaintiff's Motion for Access. The Court finds that, under the circumstances present, Defendant's time for response must be shortened.

IT IS THEREFORE ORDERED that Defendant has until and including September 16, 2022, at 3:00 p.m. to file a resistance, or other response, to Plaintiff's Motion for Access. If no resistance is timely filed, the Motion may be granted as unresisted.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type:
Other Order

So Ordered

A handwritten signature in black ink, appearing to read "A. B. Chappell".

Andrew Chappell, District Court Judge
Sixth Judicial District of Iowa

Electronically signed on 2022-09-13 10:15:12

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E Thorson

v.

EQCV 099092

Prometheus INC

Response to Motion for Discovery.

The defendant Prometheus Inc responds to Petitioner's motion as follows:

- 1] The contract itself does not provide for inspections.
- 2] The IRCP rules apply to this case and Petitioner has finally followed the procedural rules in asking for an inspection.
- 3] Due to the animosity between the parties, it is requested that the Court set time and date for the inspection.

/s/ _____
Attorney John M Heckel
#AT0003289
5250 North Park Place NE
Suite 114
Cedar Rapids, Iowa 52402
319-373-1989 [tel]
319-373-8673 [fax]
Heckellaw@JMHeckel.com

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson, Plaintiff,	)	Case No. EQCV099092
vs.	)	Order
Prometheus, Inc. a/k/a The Bohemian, Defendant.)	

The Court has before it Plaintiff’s Motion for Access and Defendant’s Response. Having considered the filings, the Court finds the Motion for Access should be granted.

IT IS THEREFORE ORDERED that Defendant shall make the Real Estate (as defined in the Motion for Access) available for the Plaintiff to inspect for the purpose of assessing damage and facilitating repairs, and that such access to Plaintiff be given for reasonable amounts of time and at reasonable times.

IT IS FURTHER ORDERED that Plaintiff’s counsel shall give Defendant’s counsel three dates/times for the inspection to choose from. Defendant’s counsel shall respond by selecting one of those dates/times within 24 hours. If no timely response is provided, Plaintiff may choose which date/time to conduct the inspection. Thereafter, any necessary repairs will be scheduled in conjunction with the contractor doing the work.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in black ink, appearing to read "A. B. Chappell".

Andrew Chappell, District Court Judge
Sixth Judicial District of Iowa

Electronically signed on 2022-09-16 09:24:00

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E Thorson

v.

EQCV 099092

Prometheus INC

Comes now the Defendant Prometheus Inc. and pursuant to Iowa Code chapter 677 offers to confess judgment in the amount of \$53718.86

/s/ John M Heckel _____
Attorney John M Heckel
#AT0003289
5250 North Park Place NE
Suite 114
Cedar Rapids, Iowa 52402
319-373-1989 [tel]
319-373-8673 [fax]
Heckellaw@JMHeckel.com

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E Thorson

v.

EQCV 099092

Prometheus INC

Comes now the Defendant Prometheus Inc. and pursuant to Iowa Code chapter 677 offers to confess judgment in the amount of \$53718.86

/s/ John M Heckel

Attorney John M Heckel
#AT0003289
5250 North Park Place NE
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Cedar Rapids, Iowa 52402
319-373-1989 [tel]
319-373-8673 [fax]
Heckellaw@JMHeckel.com

Agreed and accepted by:

Eric J Langston

Eric J. Langston, AT0014001

AEGIS Law

601 S. Lindbergh Blvd., Flr 2

Frontenac, MO 63131

(319) 435-9793

Fax: (314) 454-9110

elangston@aegislaw.com

Attorney for Plaintiff Michael E Thorson

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E Thorson

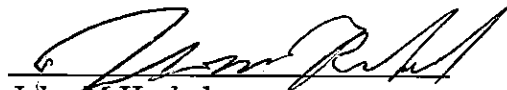
v.

EQCV 099092

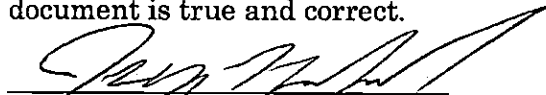
Prometheus INC

AFFIDAVIT OF ACCEPTANCE OF
OFFER TO CONFESS JUDGMENT.

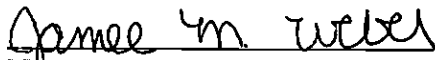
I, John M Heckel, attorney for Prometheus Inc states that the offer to confess judgment has been accepted by the plaintiff. A copy of the acceptance is attached.

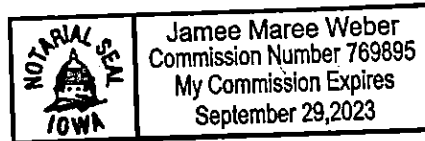

John M Heckel

I John M Heckel upon being duly sworn do hereby depose and state the content of this document is true and correct.


John M Heckel

Sworn and subscribed before me , a notary public, by John M Heckel on this 13 day of October 2022


Notary Public



IN THE IOWA DISTRICT COURT FOR LINN COUNTY**MICHAEL EUGENE THORSON****Plaintiff(s),****CASE NO. 06571 EQCV099092****vs.****Ruling****PROMETHEUS INC****Dated: 10/14/2022****Defendant(s).**

On this date, Plaintiff Confession of Judgment seeking entry of default and/or judgment came before the undersigned for review. Plaintiff must provide a proposed order along with such a filing. No further action will be taken on the Confession of Judgment until a proposed order specifying all relief sought is submitted for the Court's review.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in cursive script that reads "Christopher L. Bruns".

Christopher L. Bruns, District Court Judge
Sixth Judicial District of Iowa

Electronically signed on 2022-10-14 14:00:07

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Attorney's Fee Affidavit
Prometheus, Inc. a/k/a The Bohemian,)	
Defendant.)	

Defendant

I, the undersigned, state the following under penalty of perjury:

1. There is not and has not been an agreement between the undersigned and the undersigned's client or any other person, express or implied, for any division or sharing of the attorney fees described herein.

Eric J Langston

Eric J. Langston, AT0014001
 AEGIS Law
 601 S. Lindbergh Blvd., 2nd Floor
 St. Louis, Missouri 63131
 (319) 435-9793

Certificate of Service

I certify that I filed this document with EDMS on October 24, 2022, and mailed a copy to Michael A. Richards as registered agent of Prometheus, Inc. at 1106 8th St SE, Cedar Rapids, Iowa 52401.

Eric J Langston

Eric J. Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E Thorson

v.

EQCV 099092

Prometheus INC

Objections to Proposed decree

Comes now the defendant Prometheus Inc and objects to the proposed decree of foreclosure as follows:

1]The attorney's fees are excessively high. This case only took nine months, never had a court hearing, no formal discovery was made by either party. The attorney fees application was not accompanied by an itemized statement of services. `

2] The clerk has not posted the proposed order. Defendant counsel has not received a service copy of the decree. Redemption should be stated as 1 year under 628.3 Ia Code..

Wherefore it is prayed that the court include the above matters in the decree including setting a hearing on attorney fees.

/s/ _____
Attorney John M Heckel
#AT0003289
5250 North Park Place NE
Suite 114
Cedar Rapids, Iowa 52402
319-373-1989 [tel]
319-373-8673 [fax]
Heckellaw@JMHeckel.com

IN THE IOWA DISTRICT COURT FOR LINN COUNTY**MICHAEL EUGENE THORSON****Plaintiff(s),****CASE NO. 06571 EQCV099092****vs.****ORDER****PROMETHEUS INC****Dated: 10/26/2022****Defendant(s).**

On this date, Plaintiff's Proposed Order came before the undersigned for review pursuant to the Court's October 14, 2022 Order. The Court finds that the parties have agreed upon the amount of \$53,718.86 and the Court enters that amount as judgment in this matter. The Non-Jury Trial scheduled for October 27, 2022 shall be removed from the Court's schedule.

Additionally, the Court notes that Plaintiff's Proposed Order requests attorney's fees in the amount of \$22,746. While Plaintiff has submitted an Attorney's Fee Affidavit, it is not clear to the Court as to whether the amount for attorney's fees was agreed upon by the parties. The Court gives Defendant ten (10) days from the date of this Order to file an objection, if any, to Plaintiff's request for attorney's fees in the amount of \$22,746. If no objection is filed, the Court may grant the requested amount within the Proposed Order.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in black ink, appearing to be "V. Clay", written over a horizontal line.

Valerie L. Clay District Court Judge,
Sixth Judicial District of Iowa

Electronically signed on 2022-10-26 11:26:04

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E Thorson

v.

EQCV 099092

Prometheus INC

Objections to Proposed decree

Comes now the defendant Prometheus Inc and objects to the proposed decree of foreclosure as follows:

1] The attorney's fees are excessively high. This case only took nine months, never had a court hearing, no formal discovery was made by either party. The attorney fees application was not accompanied by an itemized statement of services. Plaintiff's attorney should be made to itemize his hours and work.

2] Redemption should be stated as 1 year under 628.3 Ia Code. The Plaintiff has not waived any deficiency upon sale. The property is not abandoned.

Wherefore it is prayed that the court include the above matters in the decree including setting a hearing on attorney fees.

/s/ _____
Attorney John M Heckel
#AT0003289
5250 North Park Place NE
Suite 114
Cedar Rapids, Iowa 52402
319-373-1989 [tel]
319-373-8673 [fax]
Heckellaw@JMHeckel.com

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael Eugene Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Motion
Prometheus, Inc.,	)	(Attorney Fees)
Defendant.)	

COMES NOW Michael Eugene Thorson (the “*Plaintiff*”), who files this Motion and in support thereof states as follows:

1. Prometheus, Inc. (the “*Defendant*”) confessed judgment.
2. On October 26, 2022, the Court entered an order (the “*Order*”) that: (a) entered judgment in favor of Plaintiff and against Defendant in the amount of \$53,718.86 and (b) directed that Defendant file any objection regarding the proposed attorney fee amount within 10 days of the Order.
3. The day prior, on October 25, 2022, the Defendant filed¹ their Objections to Proposed Decree, which raised two issues: (1) that the requested attorney fees “are excessively high[because t]his case only took nine months, never had a court hearing, no formal discovery was made by either party[and because t]he attorney fees application was not accompanied by an itemized statement of services” and (2) that the redemption period should be stated as 1 year pursuant to section 628.3 of the Iowa Code. The Defendant also requested a hearing be set on the issue of attorney fees. On October 27, 2022, the Defendant filed² an Objection stating substantially the same grounds.
4. “When judgment is recovered upon a written contract containing an agreement to pay an attorney fee, the court shall allow and tax as a part of the costs a reasonable attorney fee to be determined by the court.” Iowa Code §625.22. The Sale Contract provides

¹ The pleading appears to be unsigned. However, the undersigned counsel presumes that the pleading was intended to be signed.

² The pleading appears to be unsigned. However, the undersigned counsel presumes that the pleading was intended to be signed.

for the recovery of attorney fees. Pet. Ex. A at ¶11(e) (“In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney’s fees and costs as permitted by law.”).

5. An affidavit is required. Iowa Code §625.24 (requiring the attorney to attest “that there is not and has not been an agreement between the attorney and the attorney’s client or any other person, express or implied, for any division or sharing of the fee to be taxed”). The statute does not provide a procedure for determining attorney fees and does not require that an itemized statement be provided. *In re Clark*, 156 N.W. 353 (Iowa 1916) (there is nothing to justify the claim that a party “cannot recover [attorney’s fees], unless they show the value of each separate and specific service rendered”).

6. In the Order, the Court entered judgment against the Defendant. Accordingly, Plaintiff is a successful party. Thus, Plaintiff is entitled to recovery of their reasonable attorney’s fees.

7. However, because there is not agreement between the parties as to the amount of reasonable attorney’s fees, a hearing must be held. *DuTrac Cmty. Credit Union v. Hefel*, 893 N.W.2d 282, 287–88 (Iowa 2017) (“an evidentiary hearing is required unless waived by the parties”). A hearing is required notwithstanding that the Court “is an expert on attorney fees and could reach a decision without having additional evidence.” *Maday v. Elview-Stewart Sys. Co.*, 324 N.W.2d 467, 470 (Iowa 1982).

[Remainder of Page Intentionally Left Blank; Pray for Relief Follows]

WHEREFORE the Plaintiff prays that the Court order a hearing to determine whether the requested attorney fees are reasonable, and provide for such other relief as is just, proper, and necessary under the circumstances.

Eric J Langston

Eric J. Langston, AT0014001
AEGIS Law
601 S. Lindbergh Blvd., Flr 2
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(319) 435-9793
Fax: (314) 454-9110
elangston@aegislaw.com

Certificate of Service

I certify that I filed the foregoing with the EDMS on Monday, October 31, 2022, and mailed, as necessary to those parties not registered with EDMS, via USPS first-class, postage fully prepaid.

Eric J Langston

Eric J. Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael Eugene Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Order for Hearing
Prometheus, Inc.,	)	(Attorney Fees)
Defendant.)	

Before the Court is the Plaintiff's Motion regarding attorney fees and, having reviewed the Motion, the Court finds that this matter should be set for hearing.

IT IS THEREFORE ORDERED that hearing is set for **December 16, 2022, at 10:00 a.m.** at the Linn County Courthouse in Cedar Rapids, Iowa. 30-minute is set aside for the hearing.

IT IS SO ORDERED.

Clerk to notify.

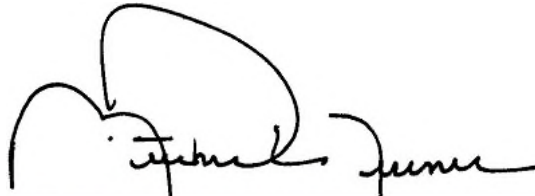


State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Order setting hearing

So Ordered



Mitchell E. Turner, District Court Judge,
Sixth Judicial District of Iowa

Electronically signed on 2022-11-02 16:19:12

IN THE IOWA DISTRICT COURT FOR LINN COUNTY**MICHAEL EUGENE THORSON****Plaintiff(s),****CASE NO. 06571 EQCV099092****vs.****ORDER****PROMETHEUS INC****Dated: 12/16/2022****Defendant(s).**

On today's date the court was set to hear the request for attorney fees in this case. Plaintiff appeared by Eric Langston. Defendant appeared by John Heckel. The parties waived a formal record.

It was agreed between the parties and the court that Plaintiff will supplement the request for attorney fees by January 6, 2023. The supplement will consist of a duplicate of any fee billing sent to the client, with any attorney-client communications redacted. This part of the supplement will be filed at a security level of five and will be reviewed in camera by the court. The second part of the supplement will be an "executive summary" of the billing which indicates timekeepers, general tasks performed, dates work was performed, hourly rates, and time spent on the general tasks. This "executive summary" will be given a security level of zero.

Defendant will file any response to the supplement no later than January 10, 2023. If Defendant contends additional detail is required, it may do so when it files its response.

Absent a request for additional detail, the court will rule on the fee request without further argument and without further hearing after January 10, 2023. The clerk of court is directed to return this file to the undersigned after the response from Defendant has been filed.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in cursive script that reads "Christopher L. Bruns".

Christopher L. Bruns, District Court Judge
Sixth Judicial District of Iowa

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.)	
Prometheus, Inc. a/k/a The Bohemian,	)	Erratum
Defendant.)	

COMES NOW Michael E. Thorson (the "*Plaintiff*") who files this Erratum and in support thereof states as follows:

1. On December 16, 2022, the Court entered an order directing that certain information be filed with the Court.
2. Attached hereto as **Exhibit 1** is the detailed summary to be filed with a security level of five.
3. Attached hereto as **Exhibit 2** is the detailed summary with the time entries redacted, which is to be filed with a security level of zero.
4. Attached hereto as **Exhibit 3** is a summary table of the attorney fees.

Date: December 29, 2022.

Respectfully submitted,
AEGIS Law,

Eric J Langston

Eric J. Langston, AT0014001
222 Third Ave SE, Suite 501, Office 6
Cedar Rapids, Iowa 52401
(319) 435-9793, Fax: (314) 454-9110
elangston@aegislaw.com

Certificate of Service

I certify that I filed the foregoing with the EDMS on Thursday, December 29, 2022, and emailed a copy to Michael L. Richards at soyawax@aol.com based on his permission.

Eric J Langston

Exhibit 2

Detailed Summary

Date	Time Entry	Category	Hours	Rate	Cost
9-Nov		Client meeting	1.6	\$325	\$520
10-Nov		Client meeting, research, draft pleading	2	\$325	\$650
11-Nov		Client meeting, research	1.5	\$325	\$488
12-Nov		Correspondence	0.4	\$325	\$130
13-Nov		Correspondence	0.2	\$325	\$65

Date	Time Entry	Category	Hours	Rate	Cost
14-Nov		Correspondence	0.2	\$325	\$65
15-Nov		Draft pleading	1.5	\$325	\$488
16-Nov		Draft pleading	0.7	\$325	\$228
17-Nov		Client meeting, correspondence	1	\$325	\$325
18-Nov		Draft pleading	1	\$325	\$325
23-Nov		Correspondence	0.1	\$325	\$33
27-Nov		Research	0.3	\$325	\$98
17-Nov		Postage	(Expense)	(N/A)	\$19.92
6-Dec		Correspondence, research	0.3	\$325	\$98
8-Dec		Correspondence	0.2	\$325	\$33
8-Dec		Correspondence	0.3	\$325	\$98

Date	Time Entry	Category	Hours	Rate	Cost
17-Dec		Correspondence	0.2	\$325	\$65
20-Dec		Correspondence	0.1	\$325	\$33
21-Dec		Correspondence	0.4	\$325	\$130
22-Dec		Correspondence, research, draft pleading	1.5	\$325	\$488
28-Dec		Correspondence, research	1	\$325	\$325
22-Dec		Postage	(Expense)	(N/A)	\$1.74
6-Jan		Draft pleading	0.3	\$325	\$98
10-Jan		Draft pleading	1	\$325	\$325

Date	Time Entry	Category	Hours	Rate	Cost
13-Jan		Correspondence	0.3	\$325	\$98
17-Jan		Correspondence	0.2	\$325	\$65
21-Jan		Correspondence	0.1	\$325	\$33
26-Jan		Correspondence	0.1	\$325	\$33
28-Jan		Correspondence	0.3	\$325	\$98
6-Jan		Filing fee	(Expense)	(N/A)	\$195.00
7-Jan		Parking	(Expense)	(N/A)	\$0.75
7-Feb		Correspondence	0.1	\$325	\$33
8-Feb		Correspondence	0.4	\$325	\$130
20-Feb		Correspondence	0.2	\$325	\$65
21-Feb		Correspondence	0.2	\$325	\$65
22-Feb		Correspondence	0.2	\$325	\$65
25-Feb		Draft pleading	0.7	\$325	\$228
28-Feb		Correspondence	0.1	\$325	\$33
7-Feb		Postage	(Expense)	(N/A)	\$0.58

Date	Time Entry	Category	Hours	Rate	Cost
10-Feb		Case management	(Expense)	(N/A)	\$50.00
14-Feb		Postage	(Expense)	(N/A)	\$0.58
25-Feb		Postage	(Expense)	(N/A)	\$1.16
1-Mar		Correspondence	0.2	\$325	\$65
2-Mar		Correspondence	0.2	\$325	\$65
4-Mar		Correspondence	0.4	\$325	\$130
7-Mar		Correspondence	0.1	\$325	\$33
28-Mar		Case management, trial scheduling	0.8	\$325	\$260
29-Mar		Correspondence	0.3	\$325	\$98

Date	Time Entry	Category	Hours	Rate	Cost
30-Mar		Draft pleading	1	\$325	\$325
31-Mar		Correspondence	0.1	\$325	\$33
4-Mar		Postage	(Expense)	(N/A)	\$0.58
10-Mar		Parking	(Expense)	(N/A)	\$1.75
1-Apr		Client meeting	0.5	\$325	\$163
2-Apr		Research, draft pleading	1.5	\$325	\$488
5-Apr		Correspondence, research, draft pleading	0.6	\$325	\$195
6-Apr		Correspondence	0.1	\$325	\$33
15-Apr		Client meeting	0.8	\$325	\$260
15-Apr		Parking	(Expense)	(N/A)	\$0.50
20-Apr		Correspondence	0.1	\$325	\$33
26-Apr		Correspondence	1	\$325	\$325

Date	Time Entry	Category	Hours	Rate	Cost
27-Apr		Correspondence	0.2	\$325	\$65
13-May		Correspondence	0.2	\$325	\$65
16-May		Research	0.1	\$325	\$33
18-May		Draft pleading	1	\$325	\$325
23-May		Correspondence	0.2	\$325	\$65
24-May		Correspondence	0.2	\$325	\$65
25-May		Correspondence	0.2	\$325	\$65
31-May		Correspondence	0.1	\$325	\$33
31-May		Draft pleading	1.9	\$325	\$618
3-Jun		Correspondence	0.3	\$325	\$98

Date	Time Entry	Category	Hours	Rate	Cost
22-Jun		Case management, trial scheduling	0.1	\$325	\$33
23-Jun		Client meeting	0.8	\$325	\$260
28-Jun		Trial preparation	3	\$325	\$975
29-Jun		Trial preparation	1.3	\$325	\$423
30-Jun		Correspondence	0.3	\$325	\$98
6-Jul		Correspondence, research	0.2	\$325	\$65
9-Jul		Correspondence	0.2	\$325	\$65
10-Jul		Correspondence	0.2	\$325	\$65
11-Jul		Correspondence, case management, trial scheduling	0.2	\$325	\$65

Date	Time Entry	Category	Hours	Rate	Cost
12-Jul		Correspondence, research	0.2	\$325	\$65
22-Jul		Correspondence	0.2	\$325	\$65
23-Jul		Correspondence	0.1	\$325	\$33
25-Jul		Correspondence	1	\$325	\$325
8-Aug		Correspondence	0.1	\$325	\$33
9-Aug		Draft pleading	0.2	\$325	\$65
19-Aug		Draft pleading	2.8	\$325	\$910
23-Aug		Trial preparation	0.8	\$325	\$260
24-Aug		Trial preparation	1.5	\$325	\$488

Date	Time Entry	Category	Hours	Rate	Cost
25-Aug		Case management, trial scheduling	0.1	\$325	\$33
25-Aug		Correspondence	0.2	\$325	\$65
26-Aug		Correspondence, research	1.9	\$325	\$618
29-Aug		Correspondence, settlement negotiation	0.7	\$325	\$228
30-Aug		Client meeting	0.4	\$325	\$130
6-Sep		Correspondence	0.2	\$325	\$65
8-Sep		Case management, trial scheduling, research	0.5	\$325	\$163
9-Sep		Correspondence	0.2	\$325	\$65
12-Sep		Correspondence, draft pleading	0.5	\$325	\$163

Date	Time Entry	Category	Hours	Rate	Cost
13-Sep		Correspondence	0.4	\$325	\$130
14-Sep		Case management	0.2	\$325	\$65
16-Sep		Correspondence, research	1.8	\$325	\$585
18-Sep		Correspondence	0.3	\$325	\$98
26-Sep		Correspondence	0.1	\$325	\$33
28-Sep		Correspondence, settlement negotiation	0.5	\$325	\$163
6-Oct		Correspondence	0.3	\$325	\$98
7-Oct		Correspondence	0.4	\$325	\$130
8-Oct		Correspondence	0.2	\$325	\$65

Date	Time Entry	Category	Hours	Rate	Cost
11-Oct		Correspondence, settlement negotiation	1	\$325	\$325
12-Oct		Correspondence, settlement negotiation	1.5	\$325	\$488
13-Oct		Correspondence	0.3	\$325	\$98
19-Oct		Draft pleading	0.3	\$325	\$98
21-Oct		Trial schedule, draft pleading	0.3	\$325	\$98
26-Oct		Draft pleading	1.6	\$325	\$520
27-Oct		Correspondence	0.2	\$325	\$65
18-Nov		Correspondence	0.2	\$325	\$65

Date	Time Entry	Category	Hours	Rate	Cost
23-Nov		Correspondence	0.1	\$325	\$33
16-Dec		Hearing	0.5	\$325	\$163
27-Dec		Correspondence	0.2	\$325	\$65

Exhibit 3

Summary Report

Category	Hours	Amount
Case management	0.2	\$115
Case management, trial scheduling	1.0	\$325
Case management, trial scheduling, research	0.5	\$163
Client meeting	4.1	\$1,333
Client meeting, correspondence	1.0	\$325
Client meeting, research	1.5	\$488
Client meeting, research, draft pleading	2.0	\$650
Correspondence	13.6	\$4,395
Correspondence, case management, trial scheduling	0.2	\$65
Correspondence, draft pleading	0.5	\$163
Correspondence, research	5.4	\$1,756
Correspondence, research, draft pleading	2.1	\$683
Correspondence, settlement negotiation	3.7	\$1,203
Draft pleading	14.0	\$4,552
Filing fee		\$195
Hearing	0.5	\$163
Parking		\$3
Postage		\$25
Research	0.4	\$131
Research, draft pleading	1.5	\$488
Trial preparation	6.6	\$2,145
Trial schedule, draft pleading	0.3	\$98
Grand Total	59.1	\$19,460

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Motion
Prometheus, Inc. a/k/a The Bohemian,)	
Defendant.)	

COMES NOW Michael E. Thorson (the "*Plaintiff*") who files this Motion (the "*Motion*") in support thereof states as follows:

1. On November 2, 2022, the Court held a hearing to determine the reasonableness of Plaintiff's proposed attorney fees.
2. On December 16, 2022, the Court ordered the Plaintiff to file certain supportive documentation as described therein and directed the Defendant to file any objection by January 10, 2023.
3. On December 29, 2022, the Plaintiff filed such information.
4. The Defendant has not filed any objection.

WHEREFORE Plaintiff requests that the Court grant the Motion, enter an order regarding the proposed attorney fees, and provide for such other relief as is just and proper under the circumstances

Date: January 17, 2023.

Certificate of Service

I certify that I filed the foregoing with the EDMS on Tuesday, January 17, 2023, and emailed a copy to Michael L. Richards at soyawax@aol.com based on his permission.

Eric J Langston

Respectfully submitted,
AEGIS Law

Eric J Langston

Eric J. Langston, AT0014001
222 Third Ave SE, Suite 501, Office 6
Cedar Rapids, Iowa 52401
(319) 435-9793; Fax: (314) 454-9110
elangston@aegislaw.com

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Order for Confess Judgment
Prometheus, Inc. a/k/a The Bohemian,)	
Defendant.)	

Before the Court is the Defendant’s offer to confess judgment and, having reviewed the offer and supporting affidavit, having determined that notice was due and proper, having reviewed the docket, having considered the attendant circumstances, and having determined that good cause exists for entering a judgment, the Court hereby ORDERS that the Defendant pay \$53,718.86 to the Plaintiff on account of such offer to confess judgment, ORDERS that the Defendant pay \$22,746 to the Plaintiff on account of attorney fees, ORDERS that the Defendant pay the Plaintiff’s costs and fees, and DIRECTS the Clerk of Court to enter judgment in favor of the Plaintiff for such amounts.

Date: _____, 2022.

Hon. _____



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
CONFESSION JUDGMENT

Type:

So Ordered

A handwritten signature in cursive script that reads "Christopher L. Bruns".

Christopher L. Bruns, District Court Judge
Sixth Judicial District of Iowa

Electronically signed on 2023-02-06 14:35:29

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson, Plaintiff, vs. Prometheus, Inc. a/k/a The Bohemian, Defendant.))))))	Case No. EQCV099092 Praecipe
--	----------------------------	-------------------------------------

TO: Clerk of the District Court
LINN County Courthouse
Cedar Rapids, IA 52401

You are directed to issue a writ of general execution against the above Prometheus, Inc. a/k/a The Bohemian for the balance owing on the judgment herein, more particularly described as follows:

Date of Judgment	February 6, 2023	Balance Due on Judgment	\$53,718.86
Original Amount of Judgment	\$53,718.86	Balance Due on Court Costs	\$195.00
Original Amount of Court Costs	\$195.00	Balance Due on Atty Fees	\$22,746.00
Original Amount of Attorney Fees	\$22,746.00	Interest Accrued from February 6, 2023, to February 8, 2023 (2 days)	\$19.99
Interest Rate Per Annum	6.79%		
		Total:	\$76,679.85
		Interest Per Diem:	\$9.9932

Please issue the writ of general execution to the Sheriff of Linn County, Iowa, and immediately deliver the Execution to the Sheriff along with the enclosed Dictation and Notice.

Dated: February 8, 2023.

By: /s/ Eric Langston
 ICIS PIN No: AT0014001
 AEGIS Law
 601 S. Lindbergh Blvd.
 Frontenac, MO 63131
 Phone: (319) 435-9793
 Fax : (314) 454-9110
 Email: elangston@aegislaw.com
Attorney for Plaintiff

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Dictation to Sheriff
Prometheus, Inc. a/k/a The Bohemian,)	
Defendant.)	

TO THE SHERIFF OF LINN COUNTY, IOWA:

You are directed to levy under a Writ of General Execution in the above-entitled cause on the following described property:

1. **SE 40' NW 80' SW 30' of Lot 9, Block 10 and SE 40' NW 80' of Lot 10, Block 10, Carpenters 2nd Add'n to Cedar Rapids, Linn County, Iowa (commonly known as 922 5th St SE, Cedar Rapids, Iowa 52401)**
2. **Lot 3, Block 54, of Carpenters 7th Add'n to Cedar Rapids, Linn County, Iowa (commonly known as 1015 10th Ave SE, Cedar Rapids)**
3. Bank accounts held at **Cedar Rapids Bank & Trust** at 500 First Ave NE, Cedar Rapids, Iowa 52401, which accounts are in the name of judgment debtor: **Prometheus, Inc. a/k/a The Bohemian**, who has an address of 1106 Eighth St SE, Cedar Rapids, Iowa 52401.

You are directed to levy on said property and any other items belonging to said **Prometheus, Inc. a/k/a The Bohemian** as will bring, as nearly as practicable, the total amount of the judgment, costs, and interest due, less any amount collected.

Consumer credit transaction? Yes: No:

Dated: February 8, 2023.

Aegis Law,

Eric J Langston

Eric J Langston, AT0014001
601 S. Lindbergh Blvd., Flr 2
Frontenac, MO 63131
(319) 435-9793 ; Fax: (314) 454-9110
Email: elangston@aegislaw.com
Attorney for Plaintiff

Small Claims Form 3.19: *Notice of Garnishment*

In the Iowa District Court for LINN County

<p>Plaintiff(s) <u>Michael E. Thorson</u> (Name)</p> <p>(Name)</p> <p style="text-align: center;">vs.</p> <p>Defendant(s) <u>Prometheus, Inc. a/k/a The Bohemian</u> (Name)</p> <p>(Name)</p>	<p>Notice of Garnishment Small Claim No. <u>EQCV099092</u></p> <p>If you need assistance to participate in court due to a disability, call the disability coordinator (information at https://www.iowacourts.gov/for-the-public/ada/). Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). Disability coordinators cannot provide legal advice.</p>
---	--

1. **You are notified** that a Garnishment was issued based on a judgment against you and the Garnishment was served on Linn County Sheriff; Cedar Rapids Bank & Trust, who has admitted to be in possession of your property or is indebted to you.
2. **You are further notified** that to contest the Garnishment you must file a Motion to Quash, an Answer, an Affidavit of Exemption, or other appropriate pleading within **10 days** from the date this Notice was served on you. Your motion, Answer, or pleading must explain why you think these funds are exempt from execution under state or federal law. Some examples of exempt funds may include social security benefits, public assistance, county assistance, veteran's benefits, and unemployment compensation. These are examples only and not intended as a complete list. If you do not contest the Garnishment, a court order will be entered condemning the funds and the funds will be applied against the judgment.
3. Any Motion to Quash, Answer, Affidavit of Exemption, or other pleading that you file to contest the Garnishment must be electronically filed using the Iowa Judicial Branch Electronic Document Management System (EDMS) at <https://www.iowacourts.state.ia.us/EFile> unless you obtain an exemption from electronic filing requirements from the court.
4. If you file to contest the Garnishment, the court may set a prompt hearing, in which case you will receive electronic notification of the hearing through EDMS. If the court sets a hearing, you should be ready to explain to the judge why you believe your property is exempt from the Garnishment.
5. Iowa Code section 642.14 requires that you be told the exact language of Iowa Code section 630.3A. That section reads:
 At any time after the rendition of judgment the court, upon application of the judgment creditor or the judgment debtor and upon notice to the adverse party as the court shall direct, shall conduct a hearing to determine the reasonably expected annual earnings of the judgment debtor for the current calendar year and the applicable limitation upon garnishment as provide in Section 642.21. The court shall also consider in the interest of justice whether a greater amount than provided in Section 642.21 shall be exempt from garnishment. In making the determination, the court shall consider the age, number and circumstances of the dependents of the debtor, existing federal poverty level guidelines, the debtor's maintenance and support needs, the debtor's other financial obligations, and any other relevant information. An order reducing the garnishment may be modified or vacated upon the application of a party to the court, notice to the adverse party, and a showing at a hearing of changed circumstances. An additional filing fee shall not be assessed for proceedings under this section.

You may wish to consult a lawyer for advice as to the meaning of this notice.

Continued on next page

/s/ Eric J Langston
Filing Judgment Creditor or Attorney
AEGIS Law
Law firm, or entity for which filing is made, if applicable
601 S Lindbergh Blvd, Frontenac, MO 63131
Mailing address
(319) 435-9793
Telephone number
elangston@aegislaw.com
Email address
Additional email address, if applicable

/s/ _____
Second Judgment Creditor, if applicable

Law firm, or entity for which filing is made, if applicable

Mailing address

Telephone number

Email address

Additional email address, if applicable

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

MICHAEL EUGENE THORSON

Plaintiff/Petitioner

vs.

PROMETHEUS INC

Defendant/Respondent

Case No. 06571 EQCV099092

General Execution

Docket Event Code: EGEN

TO THE SHERIFF OF LINN COUNTY, IOWA:

YOU ARE HEREBY COMMANDED TO LEVY ON THE FOLLOWING JUDGMENT DEBTOR(S):

Issued against Prometheus, Inc. a/k/a The Bohemian as described in the "Dictation for Execution".

Date of Judgment 2-6-23	Balance Due on Judgment \$53,718.86
Original Amount of Judgment \$53,718.86	Balance Due on Court Costs \$195.00
Original Amount of Costs \$195.00	Balance Due on Attorney Fees \$22,746.00
Original Amount of Attorney Fees \$22,746.00	Interest Accrued to 2-8-23
Interest Rate Per Annum 6.79%	Total Interest Due \$ 19.99
Effective From 2-6-23	Interest Per Diem \$ 9.9932
Pre-judgment Accrued Interest \$	

Dated: February 14, 2023

/s/ Kelly Wilson

Clerk of Court/Designee
LINN County



Requested by: Eric Langston

Employers to return funds to the sheriff after 120 days from the date of issuance of this writ.

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

MICHAEL EUGENE THORSON
Plaintiff/Petitioner

vs.

PROMETHEUS INC
Defendant/Respondent

Case No. 06571 EQCV099092

**Return of Service of
General Execution
Under Iowa Code 626.12**

Docket Event Code: RSEX

Execution Issued by Clerk
February 14, 2023

Issued Against Prometheus, Inc. a/k/a The Bohemian

Date Served _____

Who Served _____

Where Served _____

Date Received _____

Amount Collected _____

Amount Retained _____

Amount to Clerk _____

Sheriff, _____ County, Iowa

By _____ Deputy

NOTICE OF GARNISHMENT AND INTERROGATORIES

STATE OF IOWA }
} SS.
LINN COUNTY }
IOWA DISTRICT COURT
OF LINN COUNTY
COURT CASE # EQCV099092

RETURN OF SERVICE
I hereby certify I personally served a true copy of this
Notice of Garnishment and Interrogatories to the herein-
named Garnishee on
2-21-23 1514 hrs by serving Cedar
Rapids Bank and Trust Company in Linn County, Iowa.
Brian D. Gardner, Linn County Sheriff
By Deputy J. Dunn #128

JUDGMENT CREDITOR/PLAINTIFF
Michael Eugene Thorson

VS.

JUDGMENT DEBTOR/DEFENDANT
Prometheus Inc. a/k/a The Bohemian

Garnishee Cedar Rapids Bank and Trust Company

Person requesting service Eric J. Langston Phone 319-435-9793

You are notified that you have been named garnishee in the above action, and that you shall garnish any and all funds personally or jointly in
the name of the Judgment Debtor, Prometheus Inc. a/k/a The Bohemian
subject to the provisions of Chapter 642, Code of Iowa, any amendments thereto; and Sections 1672 and 1673 of Title 15 USC now or
hereafter in your custody or control.

Amount of judgment and accrued costs: \$76,787.20
Judgment type(see instructions on reverse) JUDGMENT

Garnishment is effective immediately upon service and should continue until the expiration date of 6/14/2023.

You are further notified that you must file full sworn answers to the interrogatory questions below per Chapter 642, Code of Iowa. You may
answer these questions immediately upon service by the sheriff, OR you may appear before the court to answer interrogatories on 3/22/2023.
You may avoid appearing in court by filing full sworn answers with the LINN COUNTY SHERIFF at PO Box 669, CEDAR RAPIDS, IA
52406-0669 or LCSO.Civil@LinnCountyIowa.gov previous to the court date.
Mail garnished funds to the LINN COUNTY SHERIFF at PO BOX 669, CEDAR RAPIDS, IA 52406-0669

INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE

Do you compensate the Judgment Debtor for any personal services whether denominated as
wages, salary, commission, bonus or otherwise, including periodic payments pursuant to a
pension or retirement program? If so, state the amount and type of compensation reasonably
anticipated to be paid Judgment Debtor annually. annually.

YES NO

Are you indebted to the Judgment Debtor, or do you owe the Judgment Debtor money or
property which is not yet due? If yes, explain.

YES NO

Do you have in your possession or control any property, rights, or credits of the Judgment
Debtor? If yes, what is the value and description.

YES NO

Do you know of any debts owing the Judgment Debtor, whether due or not due, or any property,
rights, or Credits belonging to the Judgment Debtor and now in the possession or under the
control of others? If yes, explain.

YES NO

On the day of , 20 I delivered the copy of the Notice of Garnishment to the above named Judgment Debtor
by Personal Service Mail Electronic means Other, Explain

THE GARNISHEE (EMPLOYER) SHALL DELIVER THE GARNISHMENT TO THE JUDGMENT DEBTOR PER STATE CODE 642.14.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding answers are true and correct.
Garnishee Cedar Rapids Bank and Trust Company Date 2/21/23 Signature Megan Norris

SEE INSTRUCTIONS ON REVERSE
Print Name: Megan Norris Telephone 319-734-3428

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	NOTICE OF DEBTOR EXAM
Prometheus, Inc., a/k/a The Bohemian)	
Defendant.)	

COMES NOW Michael E. Thorson and notifies the Court and Prometheus, Inc. a/k/a The Bohemian that a debtor's exam shall occur on Friday, April 7th at 10:00 a.m. at the Linn County Courthouse.

Respectfully submitted,

AEGIS Law,

Eric J Langston

Eric J. Langston, AT0014001

601 S. Lindbergh Blvd., Flr 2

Frontenac, MO 63131

(319) 435-9793, Fax: (314) 454-9110

elangston@aegislaw.com

Certificate of Service

I certify that I caused the foregoing to be filed with the EDMS on March 7th, and mailed, as necessary to those parties not registered with EDMS, via USPS first-class, postage fully prepaid.

Eric J Langston

Eric J. Langston

Attorney for Plaintiff

IN THE IOWA DISTRICT COURT FOR LINN COUNTY**MICHAEL EUGENE THORSON****Plaintiff(s),****CASE NO. 06571 EQCV099092****vs.****ORDER****PROMETHEUS INC****Dated: 03/07/2023****Defendant(s).**

On this day, the Court has before it the Notice of Debtor's Exam (Plaintiff's Notice) filed by Plaintiff on March 7, 2023.

Plaintiff's Notice "notifies the Court and [Defendant] that a debtor's exam shall occur on Friday, April 7th at 10:00 a.m. at the Linn County Courthouse." *Plaintiff's Notice*, pg. 1.

The *Court* has not scheduled a hearing in this matter. The parties may take whatever steps they deem appropriate to conduct any proceedings between them on April 7, 2023 at 10:00 a.m., but the Court will not be involved in the debtor's exam, because no application for debtor's exam was filed. See Iowa Code Chapter 630.

IT IS THEREFORE ORDERED that the Court TAKES NO FURTHER ACTION AT THIS TIME on Plaintiff's Notice.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in blue ink that reads "Lars G. Anderson".

Lars G. Anderson, Chief District Court Judge,
Sixth Judicial District of Iowa

Electronically signed on 2023-03-07 15:56:32

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Application
Prometheus, Inc. a/k/a The Bohemian,	)	for
Defendant.	)	Debtor's Examination

COMES NOW Michael E. Thorson (the "*Plaintiff*") who files this Application for Order for Debtor's Examination (the "*Application*") and in support thereof states as follows:

1. Prometheus, Inc. a/k/a The Bohemian (the "*Defendant*") is a judgment debtor to Plaintiff in the present action.
2. Plaintiff has attempted execution on the judgment. See Cedar Rapids Bank and Trust Company ("*CRBT*") Interrogatories, filed February 22, 2023.
3. While the third interrogatory indicates that CRBT has "property, rights, or credits" of Defendants, CRBT did not provide a "value and description" of such.
4. The undersigned counsel called Megan Norris at CRBT, who indicated that the only figures to report was a checking account with a balance of less than \$20.
5. Accordingly, the execution issued on the judgment was returned unsatisfied in part, which in turn entitles Plaintiff "to an order for the appearance and examination of" the Defendant. Iowa Code §630.1.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

WHEREFORE Plaintiff requests that the Application be granted, that the Court order the Defendant to appear for a debtor's examination, and for such other relief as is just and proper under the circumstances.

Date: March 8, 2023.

Respectfully submitted,
AEGIS Law

Eric J. Langston

Eric J. Langston (AT0014001)
222 Third Ave SE, Suite 501, Office 6
Cedar Rapids, Iowa 52401
(319) 435-9793; Fax (314) 454-9110

Certificate of Service

I certify that I filed the foregoing with the EDMS on Wednesday, March 8, 2023, and emailed a copy to Michael L. Richards at soyawax@aol.com based on his permission.

Eric J. Langston

Eric J. Langston

NOTICE OF GARNISHMENT AND INTERROGATORIES

STATE OF IOWA }
} SS.
LINN COUNTY }
IOWA DISTRICT COURT
OF LINN COUNTY
COURT CASE # EQCV099092

JUDGMENT CREDITOR/PLAINTIFF
Michael Eugene Thorson

VS.

JUDGMENT DEBTOR/DEFENDANT
Prometheus Inc. a/k/a The Bohemian

RETURN OF SERVICE
I hereby certify I personally served a true copy of this
Notice of Garnishment and Interrogatories to the herein-
named Garnishee on
2-21-23 via hrs by serving Cedar
Rapids Bank and Trust Company in Linn County, Iowa.
Brian D. Gardner, Linn County Sheriff
By Deputy [Signature] #178

Garnishee Cedar Rapids Bank and Trust Company
Person requesting service Eric J. Langston Phone 319-435-9793

You are notified that you have been named garnishee in the above action, and that you shall garnish any and all funds personally or jointly in
the name of the Judgment Debtor, Prometheus Inc. a/k/a The Bohemian I/k/a 1106 Eighth St SE Cedar Rapids, IA
52401 subject to the provisions of Chapter 642, Code of Iowa, any amendments thereto; and Sections 1672 and 1673 of Title 15 USC now or
hereafter in your custody or control.

Amount of judgment and accrued costs: \$76,787.20
Judgment type(see instructions on reverse) JUDGMENT

Garnishment is effective immediately upon service and should continue until the expiration date of 6/14/2023.

You are further notified that you must file full sworn answers to the interrogatory questions below per Chapter 642, Code of Iowa. You may
answer these questions immediately upon service by the sheriff, OR you may appear before the court to answer interrogatories on 3/22/2023.
You may avoid appearing in court by filing full sworn answers with the LINN COUNTY SHERIFF at PO Box 669, CEDAR RAPIDS, IA
52406-0669 or LCSO.Civil@LinnCountyIowa.gov previous to the court date.
Mail garnished funds to the LINN COUNTY SHERIFF at PO BOX 669, CEDAR RAPIDS, IA 52406-0669

INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE

Do you compensate the Judgment Debtor for any personal services whether denominated as
wages, salary, commission, bonus or otherwise, including periodic payments pursuant to a
pension or retirement program? If so, state the amount and type of compensation reasonably
anticipated to be paid Judgment Debtor annually. annually.

YES NO

Are you indebted to the Judgment Debtor, or do you owe the Judgment Debtor money or
property which is not yet due? If yes, explain.

YES NO

Do you have in your possession or control any property, rights, or credits of the Judgment
Debtor? If yes, what is the value and description. Checking \$13.22 balance as of 2/21/23

YES NO

Do you know of any debts owing the Judgment Debtor, whether due or not due, or any property,
rights, or Credits belonging to the Judgment Debtor and now in the possession or under the
control of others? If yes, explain.

YES NO

On the day of , 20 I delivered the copy of the Notice of Garnishment to the above named Judgment Debtor
by [] Personal Service [] Mail [] Electronic means [] Other, Explain

THE GARNISHEE (EMPLOYER) SHALL DELIVER THE GARNISHMENT TO THE JUDGMENT DEBTOR PER STATE CODE 642.14.
I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding answers are true and correct.

Garnishee Cedar Rapids Bank and Trust Company Date Signature
319-734-3428

SEE INSTRUCTIONS ON REVERSE

Print Name: Telephone



Signature from Fiserv

Checking Account Inquiry - Basic Account Data

2-22-2

02-Stop/hold information

Favorites

Information

Help

Logoff

Account number	16103	REL	A	Account Name/Address	
Short name	PROMETHEUS			PROMETHEUS	
TIN	45-5608583	TIN Crt	C BR	990	1106 8TH ST SE
Balance Data				CEDAR RAPIDS IA 52401-2412	
Current balance				13.22	
Avail balance				13.22	
Avail tomorrow				13.22	
Memo balance				13.22	
Hold amount	.00	Stops/holds active			
Check CR balance	.00	Date last contact			6-28-22
Interest due	.00	Date last active			5-16-22
Int pd this year	.00	Date last dormant			0-00-00
Int pd last year	.00	Date last deposit			5-16-22
Acct current rate	.00000	Amount last deposit			2,000.00
Account Data				Previous Statement Data	
Stat	1	Prod type	184	Last stmt date	1-31-23
Statement code/cycle		C /	30	Last stmt balance	13.22
Date opened			10-04-21	Checks/deposits since	0 / 0
Close reason/date	00 /	0-00-00		Service charge type/plan	D 184
Date last reopened		0-00-00		Combined stmt/nbr copies	N 0
Processed thru			2-21-23		

722
6/14/23

10085 13.22

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	ORDER
Prometheus, Inc. a/k/a The Bohemian,	)	for
Defendant.	)	Debtor's Examination

Before the Court is the Plaintiff's Application for Order for Debtor's Examination and the Court, having reviewed the application and the docket, having determined that notice of the application was due and proper, having considered the attendant circumstances, and having determined that good cause supports granting the application, hereby:

GRANTS the Plaintiff's Application for Order for Debtor's Examination; and

ORDERS an Defendant Prometheus, Inc. a/k/a The Bohemian to appear at the Iowa District Court for Linn County on **April 6, 2023 at 10:30 A.M.** A copy of the application and this order shall be personally served upon the Defendant not less than seven days prior to the date set for hearing.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in blue ink that reads "Lars G. Anderson".

Lars G. Anderson, Chief District Court Judge,
Sixth Judicial District of Iowa

Electronically signed on 2023-03-09 14:08:20

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Motion to Adjourn
Prometheus, Inc. a/k/a The Bohemian,	)	Debtor's Examination to a Later Date
Defendant.)	

COMES NOW Michael E. Thorson (the "*Plaintiff*") who files this Motion to Adjourn Debtor's Examination to a Later Date (the "*Motion*") and in support thereof states as follows:

1. On March 8, 2022, the Plaintiff applied to the Court for an order for a debtor's examination of Prometheus, Inc. a/k/a The Bohemian (the "*Defendant*"). However, neglected in such application to recite the unavailability of the undersigned on certain dates.
2. On March 10, 2023, the Court ordered a debtor's examination of the Defendant for April 6, 2023, at 10:30 A.M. (the "*Debtor's Examination*"). However, the undersigned cannot appear at such time.
3. Plaintiff prays the Court adjourn and reschedule the Debtor's Examination of the Defendant to: (i) Tuesday, April 18, 2023; (ii) Thursday, April 20, 2023; (iii) any date between Monday, April 24, 2023, and Friday, April 28, 2023; (iv) the morning of Monday, May 1, 2023; or (v) any date between Tuesday, May 2, 2023, and Friday, May 5, 2023.

[Remainder of Page Intentionally Left Blank; Prayer for Relief Follows]

WHEREFORE Plaintiff prays that the Motion be granted, that the Debtor's Examination be adjourned and rescheduled, and for such other relief as is just and proper under the circumstances.

Date: March 10, 2023.

Respectfully submitted,
AEGIS Law

Eric J. Langston

Eric J. Langston (AT0014001)
222 Third Ave SE, Suite 501, Office 6
Cedar Rapids, Iowa 52401
(319) 435-9793; Fax: (314) 454-9110

Certificate of Service

I certify that I filed the foregoing with the EDMS on Friday, March 10, 2023, and emailed a copy to Michael L. Richards at soyawax@aol.com based on his permission.

Eric J. Langston

Eric J. Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,	)	ORDER
vs.	)	re:
Prometheus, Inc. a/k/a The Bohemian,	)	Motion to Adjourn
Defendant.	)	Debtor's Examination to a Later Date

Before the Court is the Plaintiff's Motion to Adjourn Debtor's Examination to a Later Date and the Court, having reviewed the motion and docket hereby GRANTS the Plaintiff's Motion to Adjourn Debtor's Examination, ADJOURNS and removes from the schedule the debtor's examination of the Defendant Prometheus, Inc. a/k/a The Bohemian scheduled for April 6, 2023, at 10:30 a.m.

Further, the Court ORDERS the Defendant Prometheus, Inc. a/k/a The Bohemian to appear at the Iowa District Court for Linn County in Cedar Rapids, Iowa on April 18, 2023 at 10:30 a.m. and DIRECTS the Plaintiff to personally serve a copy of the application and this order upon the Defendant not less than *fifteen* days prior to the date set for the debtor's examination. If the Plaintiff is unable to obtain service as required, or if either party desires a continuance of this matter to a different date and time, application must be made to this Court no later than the date scheduled for the examination, so that this Order may be modified and the matter immediately rescheduled for hearing.

It is ORDERED that, at Plaintiff's request, the Defendant must bring to the examination the following items: copies of the most recent tax returns filed, copies of the most recent pay stubs and/or any other sources of income and/or support, and answer such questions as are lawful and proper in regard to their property.

The Court notes that Iowa Code § 630.11 provides “[s]hould the Judgment Debtor fail to appear after being personally served with notice to that effect, or should the debtor fail to make full answers to all proper interrogatories propounded to the debtor, the debtor will be guilty of contempt, and may be arrested and imprisoned until the debtor complies with the requirement of the law in this respect.”

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in blue ink that reads "Lars G. Anderson".

Lars G. Anderson, Chief District Court Judge,
Sixth Judicial District of Iowa

Electronically signed on 2023-03-11 07:25:35

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	Motion to Approve
Prometheus, Inc. a/k/a The Bohemian,	)	Defendant's Consent to Service
Defendant.)	

COMES NOW Michael E. Thorson (the "*Plaintiff*") who files this Motion to Approve (the "*Motion*") the Consent to Service of Prometheus, Inc. a/k/a The Bohemian (the "*Defendant*"), and in support thereof states as follows:

1. Michael A. Richards is the registered agent of Defendant.
2. Michael L. Richards exercises power and control over Defendant. He is a party not served by EDMS. However, in lieu of service, he has consented to receiving copies of pleadings via email at soyawax@aol.com. Throughout the present litigation, Michael L. Richards has been a primary contact for the Defendant and Michael A. Richards has not had material involvement. Iowa R. Civ. P. 1.305(6) (allowing personal service to be made "[u]pon ... a corporation, by serving any present or acting or last known officer thereof, or any general or managing agent, or any agent or person now authorized by appointment or by law to receive service of original notice").
3. On March 13, 2023, the Court entered an order (the "*Order*") scheduling a debtor's examination of the Defendant for April 18, 2023, and directing the Plaintiff to serve the Defendant fifteen days prior to such debtor's examination. The Order was prompted by an earlier filed Application for Debtor's Examination (the "*Application*")
4. That same day, the undersigned counsel emailed to Michael L. Richards a copy of the Order, a copy of the Application, and a draft acceptance of service in

Word file format and inquired with Michael L. Richards whether he would accept personal service. Iowa R. Civ. P. 1.305(12) (allowing service “[u]pon any ... corporation ... either as provided in these rules, as provided by any consent to service or in accordance with any applicable statute.”

5. Later that same day, Michael L. Richards responded that he “presently d[id] not own a computer” and that he “w[ould] respond to [the undersigned counsel] Wednesday by noon when [he] [would] have access to a computer.” See **Exhibit 1**, attached hereto (email correspondence from Michael L. Richards).

6. On Wednesday, March 15, 2023, Michael L. Richards indicated that he “consent[ed] to service” and “w[ould] attend the debtors inquiry on April 18.” See **Exhibit 2**, attached hereto (email correspondence from Michael L. Richards).

7. Previously and in other litigation, Michael L. Richards has consented to service via email. See **Exhibit 3**, attached hereto (email correspondence from Michael L. Richards). Iowa R. Civ. P. 1.442(2) (“Service may also be made upon a party ... by electronic mail (e-mail) if the person consents in writing in that case to be served in that manner.”).

8. Accordingly, the Court should deem Michael L. Richard’s consent to service as satisfying the Court’s directive that the Defendant be personally served. See Order.

[Remainder of Page Intentionally Left Blank; Prayer for Relief Follows]

WHEREFORE Plaintiff requests that the Court grant the Motion, determine that service of the Application and the Order upon the Defendant be deemed adequate and proper, and provide for such other relief as is just and proper under the circumstances.

Date: March 15, 2023.

Respectfully submitted,
AEGIS Law

Eric J Langston

Eric J. Langston (AT0014001)
222 Third Ave SE, Suite 501, Office 6
Cedar Rapids, Iowa 52401
(319) 435-9793; Fax: (314) 454-9110

Certificate of Service

I certify that I filed the foregoing with the EDMS on Wednesday, March 15, 2023, and emailed a copy to Michael L. Richards at soyawax@aol.com based on his permission.

Eric J Langston

Eric J. Langston

Subject: 06571 EQCV099092 Response

Date: Monday, March 13, 2023 at 3:41:00 PM Central Daylight Time

From: Michael Richards

To: John Heckel, Eric Langston

CC: Debbie Triolo

Eric

I presently do not own a computer.

I will respond to you Wednesday by noon when I have access to a computer.

Michael Richards

On Monday, March 13, 2023, 03:33:55 PM CDT, Eric Langston <elangston@aegislaw.com> wrote:

Mike,

Please see attached filings. Also, please see the attached proposed acceptance of service. Let me know if you'll consent to service or if you would prefer that I send a process server.

Thanks,

-Eric

From: noreply@iowacourts.gov <noreply@iowacourts.gov>

Date: Monday, March 13, 2023 at 8:22 AM

To: Eric Langston <elangston@aegislaw.com>

Subject: Courtesy NEF RE: 06571 EQCV099092

CAUTION: This email is from an external source. Do not click links or open attachments unless you trust the sender!

***** **IMPORTANT NOTICE - READ THIS INFORMATION** *****
NOTICE OF ELECTRONIC FILING OR PRESENTATION [NEF]

A filing has been submitted to the court RE: 06571 EQCV099092

Judge:

Official File Stamp: 03/11/2023 07:25 AM

Court: LINN

Case Title: MICHAEL E THORSON VS PROMETHEUS INC AKA THE BOHEMIAN

Document(s) Submitted: OROT-Other Order DEFENDANTS TO APPEAR AT THE IOWA DISTRICT COURT FOR LINN COUNTY IN CEDAR RAPIDS, IOWA ON APRIL 18, 2023 AT 10:30 A.M/ SEE ORDER

Filed by or in behalf of: LARS ANDERSON

You may review this filing by clicking on the following link to take you to your [cases](#).

This notice was automatically generated by the courts auto-notification system.

The electronic filing system has served the following people

ERIC JAY LANGSTON for MICHAEL EUGENE THORSON
JOHN M HECKEL for PROMETHEUS INC

PARTIES NOT SERVED BY EDMS

The Iowa Electronic Document Management System has not served the following parties. Per rule 16.315(2), the filing party must serve a paper copy of the filed document(s) on the following parties in the manner required by Iowa Court Rules. *

MICHAEL L RICHARDS

Note: The rules define the clerk of court as responsible for service of court-generated documents. Additionally on small claims cases that by statute can be served by certified mail, when the filer has selected and paid for certified mail in the electronic filing system or at the clerk of court office, the clerk of court is responsible for service of the original notice and answer and appearance by certified mail in accordance with the Code of Iowa.

*The moving party or the individual who filed it is responsible for service of a document if it was not served by EDMS. That includes, but is not limited to, service of all petitions and original notices [rule 16.314(3)], service of documents on all parties seeking to intervene or nonparties [rule 16.319], service of all documents on non-registered parties [rule 16.315(2)], and service of all documents proposed for restricted access and filed under an order restricting access [rule 16.405(4)].

PLEASE DO NOT REPLY TO THIS EMAIL. Responses go to an email box that is not monitored. To receive help, follow the instruction on the 'Support' link on the efilng website.

Subject: Re: Courtesy NEF RE: 06571 EQCV099092
Date: Wednesday, March 15, 2023 at 9:53:52 AM Central Daylight Time
From: Michael Richards
To: John Heckel, Eric Langston
CC: Debbie Triolo

1. I consent to service
2. I put out requests to the realtors for closing sheets showing how funds were dispersed from properties that were sold during the last 18 months.
3. I will attend the debtors inquiry on April 18.

Michael Richards

On Monday, March 13, 2023, 03:33:55 PM CDT, Eric Langston <elangston@aegislaw.com> wrote:

Mike,

Please see attached filings. Also, please see the attached proposed acceptance of service. Let me know if you'll consent to service or if you would prefer that I send a process server.

Thanks,

-Eric

From: noreply@iowacourts.gov <noreply@iowacourts.gov>
Date: Monday, March 13, 2023 at 8:22 AM
To: Eric Langston <elangston@aegislaw.com>
Subject: Courtesy NEF RE: 06571 EQCV099092

CAUTION: This email is from an external source. Do not click links or open attachments unless you trust the sender!

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
NOTICE OF ELECTRONIC FILING OR PRESENTATION [NEF]

A filing has been submitted to 06571 EQCV099092
the court RE:
Judge:
Official File Stamp: 03/11/2023 07:25 AM
Court: LINN

Case Title: MICHAEL E THORSON VS PROMETHEUS INC AKA THE BOHEMIAN
Document(s) Submitted: OROT-Other Order DEFENDANTS TO APPEAR AT THE IOWA DISTRICT COURT FOR LINN COUNTY IN CEDAR RAPIDS, IOWA ON APRIL 18, 2023 AT 10:30 A.M/ SEE ORDER
Filed by or in behalf of: LARS ANDERSON

You may review this filing by clicking on the following link to take you to your [cases](#).

This notice was automatically generated by the courts auto-notification system.

The electronic filing system has served the following people

ERIC JAY LANGSTON for MICHAEL EUGENE THORSON
JOHN M HECKEL for PROMETHEUS INC

PARTIES NOT SERVED BY EDMS

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MICHAEL L RICHARDS

Note: The rules define the clerk of court as responsible for service of court-generated documents. Additionally on small claims cases that by statute can be served by certified mail, when the filer has selected and paid for certified mail in the electronic filing system or at the clerk of court office, the clerk of court is responsible for service of the original notice and answer and appearance by certified mail in accordance with the Code of Iowa.

*The moving party or the individual who filed it is responsible for service of a document if it was not served by EDMS. That includes, but is not limited to, service of all petitions and original notices [rule 16.314(3)], service of documents on all parties seeking to intervene or nonparties [rule 16.319], service of all documents on non-registered parties [rule 16.315(2)], and service of all documents proposed for restricted access and filed under an order restricting access [rule 16.405(4)].

PLEASE DO NOT REPLY TO THIS EMAIL. Responses go to an email box that is not monitored. To receive help, follow the instruction on the 'Support' link on the efilng website.



Eric Langston <eric@langston.legal>

e mailing pleadings

Michael Richards <soyawax@aol.com>
Reply-To: Michael Richards <soyawax@aol.com>
To: "eric@langston.legal" <eric@langston.legal>

Fri, Dec 10, 2021 at 1:47 PM

Eric
Yes, e mailing your pleadings is okay.

Mike

-----Original Message-----

From: Eric Langston <eric@langston.legal>
To: Michael Richards <soyawax@aol.com>
Sent: Fri, Dec 10, 2021 11:17 am
Subject: Re: Trial Scheduling Plan

Mike,

I'll plan to file the trial scheduling plan.

I noticed that you filed a motion to be exempt from e-filing. Do I have your permission to email you copies of my pleadings in lieu of mailing them?

Thanks,
Eric

On Fri, Dec 10, 2021 at 9:33 AM Michael Richards <soyawax@aol.com> wrote:

Mr. Langston;

We are fine with proceeding with **Trial Scheduling** as proposed.

You can continue communicating with me at this same e mail address as this process moves on to the next steps.

Regards
Michael Richards

-----Original Message-----

From: Eric Langston <eric@langston.legal>
To: Mike Richards <soyawax@aol.com>
Sent: Thu, Dec 9, 2021 5:34 pm
Subject: LACV098787 (Lafferty v Bohemian) - Trial Scheduling Plan

Mike,

Please see the attached and let me know if you have any questions. Otherwise, I will file it with the Court if you find the terms agreeable.

Thanks,
-Eric

--
Eric J. Langston

3/15/23, 12:05 PM

Eric Langston Mail - e mailing pleadings

E-FILED 2023 MAR 15 12:53 PM LINN - CLERK OF DISTRICT COURT

Langston Legal PLC - www.Langston.Legal
5249 N Park PI NE #1008
Cedar Rapids, IA 52402
(319) 435-9793

--
Eric Langston
Eric@Langston.Legal
Langston Legal PLC - www.Langston.Legal
5249 N Park PI NE #1008
Cedar Rapids, IA 52402
(319) 435-9793

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	ORDER re:
Prometheus, Inc. a/k/a The Bohemian,	)	Motion to Approve
Defendant.	)	Defendant's Consent to Service

Before the Court is the Plaintiff's Motion to Approve Defendant's Consent to Service (the "*Motion*"), and the Court, having reviewed the Motion and the docket, having determined that notice of the Motion was due and proper, having considered the attendant circumstances, and having determined that good causes supports granting the Motion, hereby GRANTS the Motion and ORDERS that no further service be necessary upon Defendant related to the Application for Debtor's Examination (as defined in the Motion) and the Order (as defined in the Motion).

IT IS SO ORDERED.

Clerk to notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in blue ink that reads "Lars G. Anderson".

Lars G. Anderson, Chief District Court Judge,
Sixth Judicial District of Iowa

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	“Motion re: Debtor’s Examination”
Prometheus, Inc., a/k/a The Bohemian)	
Defendant.)	

COMES NOW Michael Thorson (the “*Plaintiff*”), who files this Motion regarding the Debtor’s Examination of Prometheus, Inc. (the “*Defendant*”) and in support thereof states as follows:

1. On Tuesday, April 19, 2023, the Defendant appeared at the Court for a debtor’s examination (the “Debtor’s Examination”) that was conducted by the Plaintiff.
2. Previously, the Plaintiff requested via email to the Defendant that the Defendant produce a copy of certain documents, listed below (collectively, the “Supplemental Materials”) at the Debtor’s Examination.
 - a. The past five years of bank statements for each bank account held during such five-year period;
 - b. The past five years of tax returns, including all schedules thereto;
 - c. The bylaws of Prometheus, Inc., an Iowa corporation;
 - d. Purchase agreement between Prometheus, Inc., as seller, and D Taggart Holdings, Inc., as buyer, of 1021 10th Ave SE (Carpenter’s 7th CR W 40’ Lot 4, Block 54);
 - e. Purchase agreement between Prometheus, Inc., as seller, and Butterfield Holdings, LLC, as buyer, of 1003 6th St SE (Carpenter’s 3rd CR Lot 10, Block 18);
 - f. Purchase agreement between Prometheus, Inc., as seller, and Butterfield Holdings, LLC, as buyer, of 1007 6th St SE (Carpenter’s 3rd CR NW 40’ Lot 9, Block 18);
 - g. Purchase agreement between Prometheus, Inc., as seller, and OFB, LLC, as buyer, of 912 5th St SE (Auditor’s Parcel #97 Lot 5);
 - h. Purchase agreement between Prometheus, Inc., as seller, and IA Consulting, LLC, as buyer, of 1015 6th St SE (Carpenter’s 3rd CR Lot 8, Block 18);
 - i. Purchase agreement between Prometheus, Inc., as seller, and Phyto Genesis, Inc., as buyer, of 927 5th St SE (Carpenter’s 2nd CR SE 70’ Lot 6, Block 11); and

- j. Purchase agreement between Prometheus, Inc., as seller, and Phyto Genesis, Inc., as buyer, of 516 10th Ave SE (Carpenter's 2nd CR Lot 8, Block 10).
3. However, the Defendant did not produce the Supplemental Materials at the Debtor's Examination.
4. At the conclusion of the Debtor's Examination, the parties appeared briefly before the Court to note their agreement that the Supplemental Materials be produced by the Defendant to the Plaintiff within two weeks of an order by the Court memorializing such agreement.

WHEREFORE the Plaintiff prays the Court grant the Motion, order the Defendant to produce the Supplemental Materials to the Plaintiff within two weeks of the date of such order, and provide for such other relief as is just and proper under the circumstances.

Respectfully submitted,

AEGIS Law,

Eric J. Langston

Eric J. Langston, AT0014001
601 S. Lindbergh Blvd., Flr 2
Frontenac, MO 63131
(319) 435-9793, Fax: (314) 454-9110
elangston@aegislaw.com
Attorney for Plaintiff

Certificate of Service

I certify that I caused the foregoing to be filed with the EDMS on April 20th, and mailed, as necessary to those parties not registered with EDMS, via USPS first-class, postage fully prepaid.

Eric J. Langston

Eric J. Langston

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

Michael E. Thorson,	)	Case No. EQCV099092
Plaintiff,)	
vs.	)	“ORDER re: Motion re: Debtor’s Examination”
Prometheus, Inc., a/k/a The Bohemian)	
Defendant.)	

Before the Court is the Plaintiff’s Motion regarding the Debtor’s Examination of the Defendant (the “Motion”), and the Court, having reviewed the Motion and the docket, having determined that notice of the Motion is due and proper, having considered the attendant circumstances, and having determined that good cause supports granting the Motion, hereby GRANTS the Motion and ORDERS the Defendant to produce the Supplemental Materials (as defined in the Motion) on or before the date that is two weeks from the date of this order.

IT IS SO ORDERED.
Clerk to Notify.



State of Iowa Courts

Case Number
EQCV099092

Case Title
MICHAEL E THORSON VS PROMETHEUS INC AKA THE
BOHEMIAN
Type: Other Order

So Ordered

A handwritten signature in cursive script that reads "Paul D. Miller".

Paul D. Miller, District Court Judge,
Sixth Judicial District of Iowa

**NOTICE OF SHERIFF'S LEVY
AND SALE**

Linn County Iowa District Court
CASE # EQCV099092

- Special Execution
 General Execution
 Other

PLAINTIFF

Michael Eugene Thorson

DEFENDANT

Prometheus Inc.

As a result of the judgment rendered in the above referenced court case, an execution was issued by the clerk of court to the Sheriff of this county. The execution ordered the sale of the defendant's real estate to satisfy the judgment. The property to be sold is described below on attached sheet:

ALL THE RIGHTS, TITLE, AND INTEREST IN THE FOLLOWING DEFENDANT'S PROPERTIES:

SE 40' NW 80' SW 30' of Lot 9, Block 10 and SE 40' NW 80' of Lot 10, Block 10, Carpenters 2nd Add'n to Cedar Rapids, Linn County, Iowa (commonly known as 922 5th St SE, Cedar Rapids, Iowa 52401)

AND

Lot 3, Block 54, of Carpenters 7th Add'n to Cedar Rapids, Linn County, Iowa (commonly known as 1015 10th Ave SE, Cedar Rapids)

(Local address as provided by Pltf's Atty: 922 5th St. SE Cedar Rapids, IA 52401 AND 1015 10th Avenue SE Cedar Rapids, Iowa

The described property will be offered for sale at public auction for cash only as follows:

Date of Sale: 5/2/2023 Time of Sale: 10:00A.M. Place of Sale:

Sheriff's Office, 310 2nd Avenue SW, Cedar Rapids, Iowa

Redemption: After sale of real estate, defendant may redeem within one year.

This sale is not subject to redemption.

Property exemption: Certain money and/or property may be exempt from levy. You should consult your attorney for a full explanation of your rights, and your rights regarding a hearing to determine these rights. (Attorneys should refer to Iowa Supreme Court administrative directive regarding levy procedures issued February 17, 1989.

Judgment amount: \$76,679.85. Costs: \$0.00 Plus accruing costs. Interest: 6.79% from 02-08-2023 .

Attorney: Eric J. Langston 319-435-9793

Date: 2/22/2023. Brian D. Gardner, Sheriff, Linn County, Iowa By: Sergeant Deric Oshel, Deputy

Printed: 2/28/2023 5:04:22PM
By: rowland

Notice of Sheriff's Levy and Sale - Return (original)

STATE OF IOWA
LINN COUNTY

| SS:

Person(s) served: Prometheus Inc. a/k/a The Bohemian by serving Michael Richards-President

Location of Service: 310 2nd Ave. SW
LCSO
Cedar Rapids IA 52404

Date and time of service: February 27, 2023 at 1:40 pm By: Sgt. Deric Oshel #57-192

Sgt. Deric Oshel #192

Posted notice at three public places in above county, one of which was at the county courthouse.

Date: 02/22/2023 By: Capt. Randy Rowland = #57-8

Capt. R. Rowland 57-8

Debtor not in possession of real estate listed on Notice of Sheriff's Levy and Sale.

Date and time property viewed: at By: #

Published in Gazette Communications on 03/21/2023 and 03/28/2023

Printed: 2/28/2023 5:04:22PM
By: rowland

Notice of Sheriff's Levy and Sale - Return (original)

STATE OF IOWA
LINN COUNTY

SS:

Person(s) served: Michael Richards

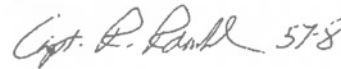
Location of Service: 310 2nd Ave. SW
LCSO
Cedar Rapids IA 52404

Date and time of service: February 27, 2023 at 1:40 pm By: Sgt. Deric Oshel #57-192



Posted notice at three public places in above county, one of which was at the county courthouse.

Date: 02/22/2023 By: Capt. Randy Rowland = #57-8



Debtor not in possession of real estate listed on Notice of Sheriff's Levy and Sale.

Date and time property viewed: at By: #

Published in Gazette Communications on 03/21/2023 and 03/28/2023

Printed: 2/28/2023 5:04:22PM
By: rowland

Notice of Sheriff's Levy and Sale - Return (original)

STATE OF IOWA
LINN COUNTY

| SS:

Person(s) served: Natasha Richards

Location of Service: 922 15th St. SE
 Cedar Rapids IA 52403

Date and time of service: February 27, 2023 at 2:36 pm By: Deputy Kevin Louis #57-213

_____ *K. Louis #213* _____

Posted notice at three public places in above county, one of which was at the county courthouse.
Date: 02/22/2023 By: Capt. Randy Rowland = #57-8

_____ *Capt. R. Rowland 57-8* _____

Debtor not in possession of real estate listed on Notice of Sheriff's Levy and Sale.
Date and time property viewed: at By: #

Published in Gazette Communications on 03/21/2023 and 03/28/2023

Linn County Sheriff's Office

Printed: 2/27/2023 8:44:39AM
By: doshel

Notice of Sheriff's Levy and Sale - Return (original)

STATE OF IOWA
LINN COUNTY

| SS:

Person(s) served: Eric Thompson - House Vacant believes he lives in Solon

Location of Service:

Date and time of service:

- Posted notice at three public places in above county, one of which was at the county courthouse.
Date: 02/15/2023 By: Sgt. Deric Oshel = #57-192

Sgt. Deric Oshel #192

- Debtor not in possession of real estate listed on Notice of Sheriff's Levy and Sale.
Date and time property viewed: February 23, 2023 at 12:11pm By: 57-115 Alan Johnson #57-115

Alan Johnson 115

- Published in Gazette Communications on 03/21/2023 and 03/28/2023

Printed: 2/27/2023 8:44:39AM
By: doshel

Notice of Sheriff's Levy and Sale - Return (original)

STATE OF IOWA
LINN COUNTY

SS:

Person(s) served: April Leanne Nofal n/k/a Thompson

Location of Service: 2330 Williams Ct. NW
Cedar Rapids IA

Date and time of service: February 26, 2023 at 1:10 pm By: Deputy Alan Johnson #57-115



Posted notice at three public places in above county, one of which was at the county courthouse.
Date: 02/15/2023 By: Sgt. Deric Oshel = #57-192



Debtor not in possession of real estate listed on Notice of Sheriff's Levy and Sale.
Date and time property viewed: at By: #

Published in Gazette Communications on 03/21/2023 and 03/28/2023

The Gazette

thegazette.com

ATTESTATION OF PUBLIC LEGAL NOTICE

On Behalf of:
Ad No 28536
LINN COUNTY SHERIFFS OFFICE
310 2ND AVE SW
PO BOX 669
CEDAR RAPIDS, IA 52404
UNITED STATES

STATE OF IOWA COUNTIES OF LINN AND JOHNSON:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the THE GAZETTE, a daily newspaper published in Linn and Johnson County, Iowa that the digital copy of advertisement, being a Legal Ad in the matter of

Legals - SALE THORSON VS PROMETHEUS INC 05-02-23

as published in The Gazette in the issue(s) of:

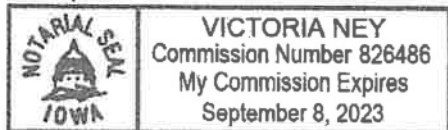
03/21/2023, 03/28/2023

Affiant further says that the said THE GAZETTE is a newspaper in said Linn and Johnson County, Iowa and that the said newspaper has heretofore been continuously published in said Linn and Johnson County, Iowa each day and has been entered as periodicals matter at the post office in CEDAR RAPIDS in said Linn County, Iowa, for a period of one year next preceding the first publication of the digital copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Sworn to and Subscribed before me by legal clerk who is personally known to me

Zach Kehnlich

Victoria Ney

Notary Public in and for the State of Iowa



Publication Cost: \$70.44

Customer No: 103147

The Gazette

thegazette.com

ATTESTATION OF PUBLIC LEGAL NOTICE

On Behalf of:
Ad No 28536
LINN COUNTY SHERIFFS OFFICE
310 2ND AVE SW
PO BOX 669
CEDAR RAPIDS, IA 52404
UNITED STATES

STATE OF IOWA COUNTIES OF LINN AND JOHNSON:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the THE GAZETTE, a daily newspaper published in Linn and Johnson County, Iowa that the digital copy of advertisement, being a Legal Ad in the matter of

Legals - SALE THORSON VS PROMETHEUS INC 05-02-23

as published in The Gazette in the issue(s) of:

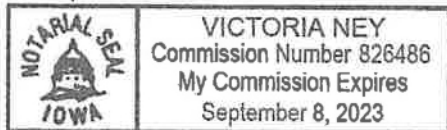
03/21/2023, 03/28/2023

Affiant further says that the said THE GAZETTE is a newspaper in said Linn and Johnson County, Iowa and that the said newspaper has heretofore been continuously published in said Linn and Johnson County, Iowa each day and has been entered as periodicals matter at the post office in CEDAR RAPIDS in said Linn County, Iowa, for a period of one year next preceding the first publication of the digital copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Sworn to and Subscribed before me by legal clerk who is personally known to me

Zach Kelmicki

Victoria Ney

Notary Public in and for the State of Iowa



Publication Cost: \$70.44
Customer No: 103147

LEGAL NOTICES
NOTICE OF PUBLIC HEARING
CITY OF SHURVEVILLE
AGREEMENTS TO CITY CODE
AGREEMENTS TO CITY CODE
AGREEMENTS TO CITY CODE

LEGAL NOTICES
NOTICE OF PUBLIC HEARING AND LEND THE LIND COUNTY
EFFECTIVE APRIL 1, 2023
TO ALL OWNERS, LESSEES OR TENANTS
LEASED WITH LIND COUNTY AND UNITS

LEGAL NOTICES
NOTICE OF PUBLIC HEARING AND LEND THE LIND COUNTY
EFFECTIVE APRIL 1, 2023
TO ALL OWNERS, LESSEES OR TENANTS
LEASED WITH LIND COUNTY AND UNITS

LEGAL NOTICES
NOTICE OF PUBLIC HEARING AND LEND THE LIND COUNTY
EFFECTIVE APRIL 1, 2023
TO ALL OWNERS, LESSEES OR TENANTS
LEASED WITH LIND COUNTY AND UNITS

LEGAL NOTICES
NOTICE OF PUBLIC HEARING AND LEND THE LIND COUNTY
EFFECTIVE APRIL 1, 2023
TO ALL OWNERS, LESSEES OR TENANTS
LEASED WITH LIND COUNTY AND UNITS

Table with columns: Description, Amount, Assessment, County, Return. Contains financial data for various entities.

IN THE IOWA DISTRICT COURT FOR LINN COUNTY

MICHAEL EUGENE THORSON

Plaintiff/Petitioner

vs.

PROMETHEUS INC

Defendant/Respondent

Case No. 06571 EQCV099092

General Execution

Docket Event Code: EGEN

TO THE SHERIFF OF LINN COUNTY, IOWA:

YOU ARE HEREBY COMMANDED TO LEVY ON THE FOLLOWING JUDGMENT DEBTOR(S):

Issued against Prometheus, Inc. a/k/a The Bohemian as described in the "Dictation for Execution".

Date of Judgment 2-6-23	Balance Due on Judgment \$53,718.86
Original Amount of Judgment \$53,718.86	Balance Due on Court Costs \$195.00
Original Amount of Costs \$195.00	Balance Due on Attorney Fees \$22,746.00
Original Amount of Attorney Fees \$22,746.00	Interest Accrued to 2-8-23
Interest Rate Per Annum 6.79%	Total Interest Due \$ 19.99
Effective From 2-6-23	Interest Per Diem \$ 9.9932
Pre-judgment Accrued Interest \$	

Dated: February 14, 2023

/s/ Kelly Wilson

Clerk of Court/Designee
LINN County



Requested by: Eric Langston

Employers to return funds to the sheriff after 120 days from the date of issuance of this writ.

RECEIVED
2023 FEB 21 A 11:24
DEAN D. GARRNER
SHERIFF
LINN COUNTY IOWA

E-FILED 2023 MAY 04 9:46 AM LINN - CLERK OF DISTRICT COURT
Linn County Sheriffs Office

Case # EQCV099092

Sheriff's # 23002750

SHERIFF
LINN COUNTY, IOWA
FEES

STATE OF IOWA }
COUNTY OF LINN } ss

Certificate of Purchase	\$	50.00
Mileage	\$	4.55
Notice of Levy	\$	30.00
Posting and Copy	\$	31.50
Publication	\$	70.44
Service Fee	\$	80.00
Setting Sale	\$	75.00
Sheriffs Deed	\$	50.00
		<hr/>
		391.49

I hereby certify that the Execution came into my hands for service 02/21/2023 and that such action was taken by virtue hereof as evidenced by certifications hereto attached and made a part thereof.

BRIAN D. GARDNER, SHERIFF
LINN COUNTY, IOWA

Lt. Devin Doshel 57-15
Deputy

No Bids, Returned to
Clerk of Court Unsatisfied

Lt. Devin Doshel 57-15

STATE OF IOWA)
COUNTY OF LINN) ss

The within execution came into my hands for service on 2-21-23. I hereby certify that I did on 2-22-23 levy as directed on the real estate described in the attached Notice of Levy by recording the same in the Incumbrance Book in the Office of the Clerk of Linn County District Court, on page 300 of Volume 10 at 1:35 hrs. I also certify that such action was taken as evidenced by certification attached hereto and made a part thereof.

BRIAN D. GARDNER, SHERIFF LINN COUNTY

By Sgt. Devin Doshel Deputy

Property/Lis Pendens

Title: MICHAEL E THORSON VS PROMETHEUS INC AKA THE BOHEMIAN

Case: 06571 EQCV099092 (LINN)

Citation Number:

<u>Seq</u>	<u>Date</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County No</u>	<u>County</u>
14272-04013-00000	01/13/2022				57	LINN
Quarter :	Quarter of the Quarter					
Description :	CARPENTER'S 7TH ADDITION TO CEDAR RAPIDS, BLOCK 54, LOT 3					
Town :	CEDAR RAPIDS	Addition :	CARPENTER'S 7TH			
Lot :	3	Outlot :		Block :	54	
Miscellaneous :						

<u>Seq</u>	<u>Date</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County No</u>	<u>County</u>
18442	01/13/2022				57	LINN
Quarter :	Quarter of the Quarter					
Description :	-					
Town :	CEDAR RAPIDS	Addition :	CARPENTERS 7TH			
Lot :	-	Outlot :	-	Block :	54	
Miscellaneous :						

<u>Seq</u>	<u>Date</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County No</u>	<u>County</u>
18443	01/13/2022				57	LINN
Quarter :	Quarter of the Quarter					
Description :						
Town :	CEDAR RAPIDS	Addition :	CARPENTERS 7TH			
Lot :	3	Outlot :		Block :	54	
Miscellaneous :						

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Judgments/Liens

Title: MICHAEL E THORSON VS PROMETHEUS INC AKA THE BOHEMIAN

Case: 06571 EQCV099092 (LINN)

Citation Number:

Judgment

<u>Filed Date</u>	<u>Filed Time</u>	<u>Seq</u>	<u>Status</u>	<u>Status Date</u>	<u>Created</u>	<u>Updated</u>
02/06/2023	02:35:00	0	NONE	02/08/2023	02/08/2023	02/08/2023

Judgment: PROMETHEUS INC A/K/A THE BOHEMIAN; \$53,718.86 CONFESSION JUDGMENT/ATTORNEY FEES \$22,746/CC

Satisfaction

<u>Side</u>	<u>Name</u>	<u>Satisfaction Status</u>	<u>Status Date</u>	<u>Satisfaction</u>	<u>Sat. Date</u>	<u>Created</u>	<u>Updated</u>
FOR	THORSON, MICHAEL EUGENE					02/08/2023	02/08/2023
AGAINST	PROMETHEUS INC,	NONE	02/08/2023	Unsatisfied	02/08/2023	02/08/2023	02/08/2023

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Financials

Title: MICHAEL E THORSON VS PROMETHEUS INC AKA THE BOHEMIAN

Case: 06571 EQCV099092 (LINN)

Citation Number:

<u>Summary</u>	<u>Orig</u>	<u>Paid</u>	<u>Due</u>
COSTS	290.00	290.00	0.00
FINE	0.00	0.00	0.00
SURCHARGE	0.00	0.00	0.00
RESTITUTION	0.00	0.00	0.00
OTHER	0.00	0.00	0.00
	\$290.00	\$290.00	\$0.00
SUPPORT/ALIMONY	N/A	0.00	N/A

<u>Detail</u>	<u>Payor/Payee</u>	<u>Obligor/Obligee</u>	<u>Original Amount</u>	<u>Paid Amount</u>	<u>Date</u>	<u>Receipt</u>	<u>Type</u>
FILING AND DOCKETING PETITION EXCL DISO	ERIC LANGSTON / STATE OF IOWA	ERIC LANGSTON / STATE OF IOWA	195.00	195.00	01/13/2022	463470	EDM
FILING/ENTERING A LIS PENDENS	ERIC LANGSTON / STATE OF IOWA	ERIC LANGSTON / STATE OF IOWA	60.00	60.00	01/13/2022	463471	EDM
FILING A PRAECIPE UNDER CHAPTER 626	ERIC LANGSTON / STATE OF IOWA	ERIC LANGSTON / STATE OF IOWA	35.00	35.00	02/14/2023	614376	EDM

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