

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

MARY JANE BUCK; LOIS ERBSTEIN; DONALD AND LORRAINE SHIRK; and MAUREEN D. WILSON, Individually and as Trustee of the MAUREEN D. WILSON REVOCABLE TRUST,

Plaintiffs,

v.

THE RESERVE, A NONPROFIT CORPORATION d/b/a THE RESERVE ON WALNUT CREEK,

Defendant.

Case No. CVCV052364

THE RESERVE, A NONPROFIT CORPORATION d/b/a THE RESERVE ON WALNUT CREEK,

Third-Party Plaintiff,

v.

S.X. CORPORATION d/b/a ESSEX CORPORATION,

Third-Party Defendant.

**JUDGMENT ENTRY**

Trial of this case was held on June 4-7, 2018. Plaintiffs' breach of fiduciary duty claims were tried to the jury and Plaintiffs' common law unconscionability claims were tried to the court. The result of the trial was as follows:

1. The jury rendered a verdict finding Defendant liable to each Plaintiff for breach of fiduciary duty, and awarding damages as follows: \$175,858.00 to Plaintiff Mary Jane Buck; \$173,170.00 to Plaintiff Lois Erbstein; \$166,068.00 to Plaintiff Lorraine Shirk; and \$179,966.00 to Plaintiff Maureen Wilson.

2. The court entered an order finding that Plaintiffs Mary Jane Buck and Lois Erbstein's agreements with Defendant were substantively and procedurally unconscionable, declaring the agreements unconscionable and unenforceable, and determining that Ms. Buck is entitled to a refund in the amount of \$175,858.00 and Ms. Erbstein is entitled to a refund in the amount of \$173,170.00, with prejudgment interest from the date they entered into their agreements with Defendant.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that judgment is entered in favor of Plaintiffs and against Defendant on the breach of fiduciary duty claims in the following amounts: \$175,858.00 for Mary Jane Buck; \$173,170.00 for Lois Erbstein; \$166,068.00 for Lorraine Shirk; and \$179,966.00 for Maureen Wilson. The judgments shall accrue post-judgment interest at the statutory rate from the date of judgment.

**IT IS FURTHER ORDERED** that judgment is entered in favor of Plaintiffs Mary Jane Buck and Lois Erbstein and against Defendant on the common law unconscionability claims. The agreements are declared unconscionable and unenforceable and judgment in the amount of \$175,858.00 plus pre-judgment interest at the rate of 5% from March 31, 2007, is entered in favor of Mary Jane Buck, and judgment in the amount of \$173,170.00 plus pre-judgment interest at the rate of 5% from August 22, 2009, is entered in favor of Lois Erbstein. The judgments shall further accrue post-judgment interest at the statutory rate from the date of judgment.

**IT IS FURTHER ORDERED** that the monetary judgments in favor of Plaintiffs Mary Jane Buck and Lois Erbstein are alternative, not cumulative, and therefore those Plaintiffs shall only be entitled to one recovery of their damages under

either the jury's verdict on the breach of fiduciary duty claims or under the court's order on the common law unconscionability claims.

**IT IS FURTHER ORDERED** that costs in the amount of \$1,238.00 are taxed to Defendant.



State of Iowa Courts

**Type:** ORDER FOR JUDGMENT

**Case Number**      **Case Title**  
CVCV052364      MARY JANE BUCK ET AL VS THE RESERVE

So Ordered

A handwritten signature in cursive script that reads "Jeanie Vaudt".

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Jeanie Vaudt, District Court Judge,  
Fifth Judicial District of Iowa