

STATE OF SOUTH DAKOTA)
 : ss.
COUNTY OF MINNEHAHA)

IN CIRCUIT COURT

SECOND JUDICIAL CIRCUIT

STATE OF SOUTH DAKOTA,)
Office of Attorney General,)
Division of Consumer)
Protection,)

Civ. No. 06-2001

Plaintiff,)
)

v.)
)

CONSENT JUDGMENT

JAMES A. LUND and SIOUX FALLS)
QUALITY WATER (807 N. Cliff)
Ave., Sioux Falls, SD 57103),)
formerly d/b/a/ Kinetico)
Quality Water Systems,)
(4309 S. Holbrook, Sioux)
Falls, SD 57106) and Tri Star)
Water Pros (204 N. Main,)
Lennox, SD 57039),)

Defendants.)

STATEMENT OF FACTS

1. Defendant James A. Lund started selling water treatment and air treatment products in 1989.
2. Other persons have worked with James A. Lund in his business, including, but not limited to, Theresa Jacobsen (James A. Lund's wife), and their son, Tyler Lund.
3. James A. Lund has conducted business under the following business names:
 - Tri Star Water Pros. (204 N. Main, Lennox, SD 57039)
 - Kinetico Quality Water Systems (4309 S. Holbrook, Sioux Falls, SD 57106)
 - A-Water Tech
 - Sioux Falls Quality Water

4. Consumers from South Dakota, Minnesota, and Iowa have filed complaints against James A. Lund and Sioux Falls Quality Water (hereinafter "Defendants") with the South Dakota Office of Attorney General's Consumer Protection Division.

5. As of April 24, 2007, more than 70 consumers have filed complaints with the Consumer Protection Division.

6. The State is aware of other consumer complaints against Defendants that were filed with the South Dakota Division of Criminal Investigation, the Better Business Bureau, and Kinetico Incorporated.

7. The State sued Defendants on June 12, 2006, and alleged that Defendants had engaged in deceptive trade practices, in violation of SDCL ch. 37-24.

8. Defendants filed an Answer to the State's Complaint and denied the State's allegations.

9. A preliminary injunction hearing was held on November 1, 2006, after which the Honorable Stuart L. Tiede issued Findings of Fact, Conclusions of Law, and an Order Enjoining Defendants.

10. The Findings of Fact, Conclusions of Law and Order Enjoining Defendants are hereby incorporated by reference.

11. Defendants contemplate filing for Ch. 13 Bankruptcy, and because of this action plan to list their customers as both debtors and as creditors.

12. Some consumers filed complaints alleging that Defendants misrepresented the brand of water treatment systems sold to consumers. As part of this settlement, Defendants acknowledge that they did not disclose to some consumers that some water treatment systems sold to consumers were built with components from more than one manufacturer. Defendants acknowledge that consumers may have been misled by lack of disclosure of the fact that components of a product were from manufacturers other than the one appearing on the product and in the paperwork.

13. Some consumers filed complaints alleging that Defendants misrepresented terms relating to trial periods. As part of this settlement, Defendants acknowledge that a number of consumers believed that they had a 90-day return provision for the products they purchased from Defendants, although the documents they received often specified a 90-day guarantee, or a 90-day no-payment provision, together with a 3-business day cancellation provision.

14. Some consumers filed complaints alleging that Defendants provided false or misleading information relating to water or air quality. Defendants dispute this.

15. Some consumers filed complaints alleging that Defendants failed to honor warranties, or offered oral warranties that were different than the written warranties. Defendants assert that these transactions involved written

contracts that superseded any and all oral discussions, and Defendants will honor all written warranties.

16. Some consumers filed complaints alleging that Defendants misrepresented the need for consumers to repair or to replace parts or products. Defendants dispute this.

17. As part of this settlement, Defendants apologize to any and all consumers who they mistreated in any way. See "Apology Letter" (Exhibit #1).

18. Defendants are unable to pay full restitution to consumers due to several factors, including:

- the financial condition of Defendants; and
- the number of affected consumers.

19. As part of this settlement, Defendants agree to make at least partial restitution to consumers.

It appearing to the Court that Defendants James A. Lund and Sioux Falls Quality Water, have consented to the entry of this Consent Judgment, and the Court finding both subject matter and personal jurisdiction, and the Court having determined that this Consent Judgment, including the payment provisions, is a fair and equitable resolution of the Complaint, which is hereby incorporated by reference, it is hereby

AGREED, ORDERED, ADJUDGED, and DECREED that:

1. JURISDICTION

This Court has jurisdiction over the subject matter and over the parties in this action.

2. VENUE

Venue as to all matters between the parties relating hereto lies in this Court.

3. PARTIES

A. Defendants warrant and represent that they are the proper parties to this Consent Judgment.

B. Defendants represent that their names are the true legal names of the entities entering into this Consent Judgment.

C. The term "Defendants" refers to James A. Lund, Sioux Falls Quality Water, Kinetico Quality Water Systems, and Tri Star Water Pros.

4. SETTLEMENT OF CLAIMS

A. This Consent Judgment resolves the above-captioned action and the Attorney General will not bring any other civil action against Defendants, Defendant's agents, employees, or independent contractors, including Tyler Lund and Theresa Jacobsen Lund, based upon the facts alleged in the Complaint, or involving any consumer protection related claims for conduct that occurred on or before April 1, 2007.

B. Defendants and all Sioux Falls Quality Water agents, servants, officers, directors, employees, owners, independent contractors, predecessors, successors, assignees, and all persons acting in concert with them, directly or indirectly, shall receive use immunity pursuant to SDCL 23A-14-29 for

conduct or situations that are disclosed by Defendants to the

State. Use immunity for conduct or situations that are disclosed by Defendants to the State includes, but is not limited to, use immunity for violations of SDCL ch. 37-24, and also includes, but is not limited to, charges of perjury, theft, forgery, and conduct or situations involving rebates. Such disclosures must be made by Defendants to the State within ten (10) days of the execution of this Consent Judgment. Any consumers involved in such conduct or situations may be eligible for restitution as stated in Section 9 (Restitution and Other Relief). This grant of use immunity shall not include crimes of violence as set forth in SDCL 22-1-2(9).

C. At the time of execution of this Consent Judgment, the Attorney General is unaware of any instances of potentially criminal conduct which Defendants, Theresa Jacobsen Lund or Tyler Lund, should or may disclose. The Attorney General will not bring charges for any conduct or situations which are presently known by the Attorney General.

D. The parties agree that this Consent Judgment is entered into for the purpose of settling a matter in dispute, and none of the representations or acknowledgements made by Defendants in this agreement constitute an admission, and neither this Consent Judgment nor any statements made herein may be used by Plaintiff in any criminal action brought against Defendants.

E. This grant of use immunity, and the settlement of claims, are both conditioned expressly upon Defendants, Theresa Jacobsen Lund's and Tyler Lund's, compliance with this Consent Judgment.

5. REPRESENTATIONS AND WARRANTIES

A. The acceptance of this Consent Judgment by the Attorney General shall not be deemed approval of Defendants' advertising or business practices.

B. Defendants shall not represent or imply that any procedure or other act or practice hereafter used or engaged in by Defendants has been approved, in whole or in part, by the Attorney General.

C. Neither Defendants nor anyone acting on their behalf shall state or imply, or cause to be stated or implied, that any state agency or officer has approved, sanctioned, or authorized any practice, act, or conduct of the Defendants.

D. Nothing in 5.A. through 5.C. shall prohibit Defendants from stating to persons that Defendants have entered into a settlement with the Attorney General resolving this Complaint, from stating that any specific action is required by this Consent Judgment, if such is the case, from stating that the Consent Judgment was entered with the consent of the Attorney General and Defendant, or from providing copies of this Consent Judgment to any person on request.

E. Defendants represent and warrant that the execution and delivery of this Consent Judgment is their free and voluntary act and that this Consent Judgment is the result of good faith settlement negotiations. The parties warrant that they will implement the terms of this Consent Judgment in good faith.

F. Defendants shall not participate, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Consent Judgment or intentionally circumventing any part of this Consent Judgment or the spirit or purposes of this Consent Judgment.

G. The parties represent that signatories to this Consent Judgment have authority to act for and bind them.

H. The titles and headings of each section of this Consent Judgment are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of this Consent Judgment. The use of the singular shall include the plural, as appropriate, and vice versa.

I. This document shall not be construed against the "drafter" because all parties participated in the drafting of this document.

J. This Consent Judgment is meant to resolve all and only those matters set forth in the allegations of the Attorney

General's Complaint, except as set forth above in Section 4 ("Settlement of Claims").

K. This Consent Judgment shall be binding and effective when approved and entered by the Court.

6. MONITORING FOR COMPLIANCE

Subject to any properly asserted attorney-client privilege, attorney work product claims, and applicable court orders, Defendants shall make available to the Attorney General, at Defendants' expense, within thirty (30) days of the Attorney General's written request or such longer time as may be agreed, copies of all requested documents relating to Defendants' compliance with this Consent Judgment. In the event Defendants need additional time to comply with the document request and cannot agree with the Attorney General on the additional time period, Defendants may apply to the Court for additional time.

7. RETENTION OF JURISDICTION

A. This Court shall retain jurisdiction over this matter for the purpose of enabling any of the parties to apply to the Court at any time for such further orders or directives as may be necessary or appropriate for the modification of the injunctive provisions herein, interpretation, or enforcement of any of the provisions of this Consent Judgment. The injunctive provisions may be modified based on changed circumstances justifying modification, including (1) changes in applicable

statutes and (2) appellate decisions establishing binding precedent.

B. In the event Defendants believe that a modification, including termination of this Consent Judgment, is necessary or appropriate, they shall give notice to the Attorney General thirty (30) days prior to seeking such modification. The notice shall identify the relief proposed, explain why Defendants believe the relief proposed is necessary or appropriate and, if the relief sought is a modification, state how the proposed modification would be implemented.

8. INJUNCTIVE PROVISIONS

A. Defendants shall be, and hereby are, PERMANENTLY ENJOINED and RESTRAINED from:

1. Engaging in any deceptive trade practices, and Defendants shall obey all applicable laws, rules, and regulations;
2. Using a fictitious name without first complying with all South Dakota statutes relating to fictitious names, including, but not limited to, SDCL ch. 37-11;
3. Providing false or misleading information to consumers or businesses;
4. Failing to fully honor warranties;
5. Failing to fully disclose all transaction terms, including, but not limited to price, brand, manufacturing,

warranty, financing, return, cancellation, and refund information.

6. Conducting any sale or solicitation visits to homes or residences of consumers without first:

- communicating with such consumers by telephonic or written means;
- disclosing immediately their name, their business name, and the purpose of the telephonic or written communication; and
- receiving permission from such consumers to conduct a sale or solicitation visit at their home or residence;

7. Failing to fully complete all paperwork and documents at the point of sale, in the presence of, and with the full understanding of, their consumers; and

8. Failing to leave copies of any documents involved in any transactions with consumers at the time of sale.

9. RESTITUTION AND OTHER RELIEF

A. In exchange for the grant of use immunity, Theresa Jacobsen Lund and Tyler Lund, along with Defendants, are jointly and severally liable to pay, and shall pay restitution and costs as follows:

i. \$100.00 to each consumer who filed a complaint on or after January 1, 2002, and on or before the execution date of this Consent Judgment with the South Dakota Office of Attorney General's Consumer Protection Division, or the Better Business Bureau, or Kinetico Incorporated, or the South Dakota Division of Criminal

Investigation, which complaint is listed on the attached document marked **Exhibit 2**. Defendants shall pay restitution of at least \$200 per month to the Attorney General's Consumer Protection Division, to be forwarded to at least two consumers per month (\$100.00 per consumer) until all eligible consumers have been paid. Payments should be post marked by the first day of each month, but a grace period will be allowed so that payments which are post marked no later than the fifth day of each month will not be considered late.

ii. Consumers who are eligible to receive restitution as part of this Consent Judgment may refuse to receive such restitution, and may elect to pursue other remedies. Eligible consumers who elect to receive restitution pursuant to this Consent Judgment must execute the Release (Exhibit #3). Defendants shall pay \$500.00 to the Attorney General's Consumer Protection Division for costs associated with contacting eligible consumers.

iii. Once all eligible consumers have been paid, Defendants shall then pay \$5,000.00 to the South Dakota Office of Attorney General's Consumer Protection Division, for costs and fees associated with the investigation and prosecution of this case. Defendants shall pay at least \$200.00 per month to the Attorney General's Consumer Protection Division until the \$5,000.00 due has been

satisfied. Defendants may prepay some or all amounts due without penalty, and partial prepayments move back the due date of future payments at the rate of one month for every \$200 prepaid.

iv. Defendants shall provide sufficient and satisfactory liens and/or security interests in Defendants' property to the State, in order to ensure compliance with the payment provisions of this Consent Judgment. If and when Defendants have satisfied all payment obligations contained in this Consent Judgment, the State shall release any such liens and/or security interests. If Defendants fail to satisfy the payment obligations in this Consent Judgment, then Defendants shall voluntarily surrender sufficient property to the State to satisfy the payment obligations. The costs and fees collected by the Attorney General shall be used at the sole discretion of the Attorney General.

B. For those consumers who have not fully paid for the merchandise they purchased from Defendants but have had their charges reversed or otherwise canceled, the parties agree that Defendants reserve the right to seek (first) return of the equipment, or (second) full payment - except in the instances where the consumers exchanged working equipment of the same general nature to the Defendants.

C. In addition to the restitution and costs payable in accordance with the above provisions, Defendants shall be jointly and severally liable for and shall pay the amount of \$10,000.00, representing further reimbursement of Plaintiff's costs of investigation and prosecution pursuant to SDCL 37-24-29. This payment of costs shall be STAYED so long as Defendants comply with the provisions of this Consent Judgment. If Defendants breach the provisions of this Consent Judgment, then this \$10,000.00 shall be used at the sole discretion of the Attorney General. If the Attorney General claims that Defendants have breached the provisions of this Consent Judgment, then a hearing shall be set with the Court to determine whether or not Defendants have breached the provisions and whether such breach was material, or merely technical or incidental. If the Court determines that Defendants breached the provisions of this Consent Judgment, and that the breach was material and not merely technical or incidental, then the penalties and remedies stated in this Consent Judgment may be enforced against Defendants and Theresa Jacobsen Lund and Tyler Lund.

D. In the event any payment is not made in accordance with the above terms, the entire amount shall be immediately due and payable and Plaintiff shall have execution thereon without the necessity of notice to Defendants of default or the providing of an opportunity to cure the same.

E. Defendants shall fully honor the warranty provisions included with Defendants' products and services. Moreover, Defendants shall use their best efforts to resolve warranty issues.

F. Defendants shall comply with the cancellation provisions of SDCL 37-24-5.1 through 37-24-5.7, inclusive, except that Defendants shall offer a fifteen (15) day right to cancel, instead of the three (3) day right to cancel.

G. Defendants shall fully cooperate with consumers and Offices of Attorneys General in correcting or amending any false or misleading information held by credit reporting agencies or creditors of consumers.

H. Defendants shall use "best efforts" in working with consumers, businesses, law enforcement entities, and the Better Business Bureau, to resolve complaints filed after the execution of this Consent Judgment.

I. If any portion of this Consent Judgment is held invalid by operation of law, the remaining terms of this Consent Judgment shall not be affected.

J. It is the intent of the parties that this Consent Judgment will not be dischargeable in bankruptcy.


K. All payments and notices required to be sent to the Attorney General as provided for herein shall be delivered to the South Dakota Office of Attorney General, ATTN: Consumer

Protection Division, 1302 East Highway 14, Suite 3, Pierre,
South Dakota 57501-8503.

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

DEFENDANTS:

BY:


NAME (Signature)

JAMES A LUND
NAME (Please print legibly)

OWNER
Position or Title

4309 So Holbrook Ave
Address

Sioux Falls SD 57106
City, State Zip


605 339-9554
Telephone Number

Dated this 10 day of 5, 2007.

EVEN THOUGH WE ARE NOT NAMED DEFENDANTS IN THIS ACTION, WE
AGREE, BY SIGNING BELOW, THAT WE ARE BOUND BY THE TERMS OF THIS
CONSENT JUDGMENT.

Theresa Jacobsen Lund

NAME (Signature)


NAME (Please print legibly)

Business Manager
Position or Title

4309 S. Holbrook
Address

Sioux Falls, SD 57106
City, State Zip

605-339-9554
Telephone Number

Dated this 10th day of May, 2007.

Tyler Lund

NAME (Signature) Tyler Lund
NAME (Please print legibly) Tyler Lund

Position or Title
4313 S. Holbrook Ave
Address
Sioux Falls SD 57106
City, State Zip
605 271-2044
Telephone Number

Dated this 10th day of May, 2007.

COUNSEL FOR DEFENDANTS:

Richard A. Engels
Richard A. Engels
300 N. Dakota Avenue, Suite 215
Sioux Falls, SD 57104
Telephone: (605) 271-3561

Dated this 10th day of May, 2007.

FOR THE STATE:

Paul Cremer
Paul Cremer
Assistant Attorney General
1302 East Capitol Avenue, Suite 1
Pierre, South Dakota 57501-8501
Telephone: (605) 773-3215

Dated this 14th day of May, 2007.

EXHIBIT #1

APOLOGY LETTER

FROM SIOUX FALLS QUALITY WATER

AND JAMES A. LUND

TO CUSTOMERS

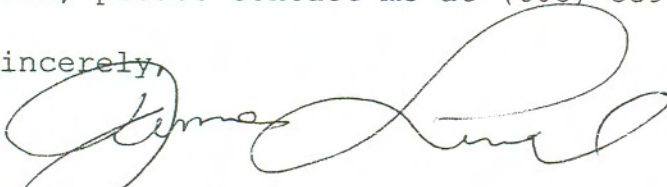
May 10, 2007

Dear Sioux Falls Quality Water Customers:

A number of customers of Sioux Falls Quality Water have made complaints about the products or services we have offered and the manner in which we have treated customers. I am writing to apologize to you for my conduct and the conduct of my employees. I am sorry.

I want you to know that I intend to honor all warranties that I have given. If you want me to perform warranty work, please contact me at (605) 339-9554.

Sincerely,

A handwritten signature in cursive script, appearing to read "James A. Lund". The signature is written in dark ink and is positioned above the printed name.

James A. Lund
Sioux Falls Quality Water

PC/kak

apology PC 04 11 07 to customers (SFQW Settlement) kak

Exhibit 2

Lund/Sioux Falls Quality Water Complaints

Number	Date Opened	Date Closed	Res. No.	Recoveries	Consumer	Complaint-main issue
1	07/09/2003	08/05/2003	2	\$4,204.28 (small claims)	Mike L [REDACTED]	Fake trial period (30 days) (Water System)
2	09/13/2005				Janeane V [REDACTED]	Fake trial period (30 days) (Water System)
3	10/06/2005				Warren V [REDACTED]	Fake trial peiord (90 days) (Water System)
4	10/12/2005				Jarrold & Ann J [REDACTED]	Misrepresentation – Not Kinetico (Water System)
5	10/17/2005				Agnes M [REDACTED]	Misrepresentation – Not Kinetico (Water System)
6	12/29/2005				Gil G [REDACTED]	Misrepresentation – Not Kinetico (Water Purifier)
7	01/05/2006				Betty R [REDACTED]	Rebate (Water System)
8	08/31/2006				Patricia D [REDACTED]	Fake trial period (3 weeks) (Air Purifier)
9	09/12/2006				Kirby & Carolyn B [REDACTED]	Fake trial period (30 days) (Air Purifier)
10	10/06/2006				Duane & Barbara F [REDACTED]	Cancellation issue (Water System)
11	10/18/2006				Adriana K [REDACTED]	Unhappy with product/service (Water System)
12	10/23/2006				Minard V [REDACTED]	Unhappy with product/service (Water System)
13	10/30/2006				Charlotte B [REDACTED]	
14	10/30/2006				Robert N [REDACTED]	
15	10/30/2006				Florence K [REDACTED]	
16	10/30/2006				Thomas & Brenda D [REDACTED]	
17	10/30/2006				Leland K [REDACTED]	
18	10/30/2006				Deon I [REDACTED]	

Number	Date Opened	Date Closed	Res. No.	Recoveries	Consumer	Complaint-main issue
19	10/31/2006				Delores C [REDACTED]	
20	11/01/2006				Phyllis S [REDACTED]	
21	11/03/2006				Raymond & Elizabeth N [REDACTED]	
22	11/06/2006				Larry B [REDACTED]	
23	11/06/2006				Chuck S [REDACTED]	
24	11/06/2006				Kent K [REDACTED]	
25	11/06/2006				Ralph B [REDACTED]	
26	11/13/2006				Robert & Alice M [REDACTED]	
27	11/14/2006				Don N [REDACTED]	
28	11/14/2006				Harlan & Peggy C [REDACTED]	
29	11/15/2006				Wilmina I [REDACTED]	
30	11/21/2006				Donald H [REDACTED]	
31	12/04/2006				Esther B [REDACTED]	
32	12/12/2006				Lorna P [REDACTED]	
33	12/18/2006				Philip L [REDACTED]	
34	12/18/2006				Kathleen O [REDACTED]	
35	12/18/2006				Guy C [REDACTED]	
36	12/18/2006				Mark O [REDACTED]	
37	12/18/2006				Michael G [REDACTED]	
38	12/19/2006				Thomas S [REDACTED]	
39	12/26/2006				Berniece F [REDACTED]	
40	12/26/2006				Al H [REDACTED]	
41	12/26/2006				Glennys I [REDACTED]	
42	12/26/2006				Robert W [REDACTED]	
43	12/27/2006				Marilyn D [REDACTED]	
44	12/29/2006				Larry H [REDACTED]	
45	12/29/2006				Lisa O [REDACTED]	
46	01/08/2007				Val K [REDACTED]	
47	01/08/2007				Arlene B [REDACTED]	

Number	Date Opened	Date Closed	Res. No.	Recoveries	Consumer	Complaint-main issue
48	01/10/2007				Leo V [REDACTED]	
49	01/10/2007				Evelyn J [REDACTED]	
50	01/10/2007				Linda L [REDACTED]	
51	01/19/2007				Jeff D [REDACTED]	
52	01/23/2007				David O [REDACTED]	
53	02/09/2007				Ella B [REDACTED]	
54	02/23/2007				Richard L [REDACTED]	
55	02/26/2007				Lisa R [REDACTED]	
56	02/28/2007				Terry J [REDACTED]	
57	03/06/2007				Alvin & Carleen A [REDACTED]	
58	03/12/2007				George S [REDACTED]	
59	03/15/2007				Harold H [REDACTED]	
60	03/21/2007				Frank S [REDACTED]	
61	03/30/2007				Thomas M [REDACTED]	
62	03/30/2007				Harvey C [REDACTED]	
63	04/18/2007				Francis J [REDACTED]	
64	04/24/2007				Keith M [REDACTED]	
65	05/09/2007				Jane B [REDACTED]	
66					Kevin & Gayle S [REDACTED]	Misrepresentation – Not Kinetico (Water Purifier)
67					Carl & Marion S [REDACTED]	Misrepresentation – Not Kinetico (Water System)
68					Betty Jeanne K [REDACTED]	Failure to honor warranty (Water Purifier)
69					John T [REDACTED]	Misrepresentation – Not Kinetico (Softener)
70					Clark H [REDACTED]	Misrepresentation – Not Kinetico (Water Purifier)
71					Rose F [REDACTED]	

Number	Date Opened	Date Closed	Res. No.	Recoveries	Consumer	Complaint-main issue
72					Janice O [REDACTED]	
73					Nancy R. R [REDACTED]	
74					Gladys V [REDACTED]	
75					LaNette C [REDACTED]	Rebate Issue (Water System)
76	08/11/2006	09/20/2006			Genevieve S [REDACTED]	Unhappy with product/service (Air Purifier)
77	09/27/2006				Marzella S [REDACTED]	Fake trial period (30 days) (Air Purifier)
78	09/13/2006				Randy T [REDACTED]	Fake trial period (90 days) (Water System)
79	09/27/2006				Colleen H [REDACTED]	Fake trial period (90 days) (Air Purifier)
80	09/28/2006				Bob W [REDACTED]	Misrepresentation – Not Kinetico (Softener)
81	10/17/2006				Jennifer S [REDACTED]	Misrepresentation – Not Kinetico (Water System)
82	10/23/2006				Richard E [REDACTED]	Rebate issue
83					Alvin E [REDACTED]	
84					Bob B [REDACTED]	
85					Charlene S [REDACTED]	
86					Chris & Doreen E [REDACTED]	
87					Curtis F [REDACTED]	
88					David M [REDACTED]	
89					Deb H [REDACTED]	
90					Diep D [REDACTED]	
91					Dorothy B [REDACTED]	
92					Doug B [REDACTED]	
93					Ed B [REDACTED]	
94					Everett S [REDACTED]	
95					Frederik M [REDACTED]	

Number	Date Opened	Date Closed	Res. No.	Recoveries	Consumer	Complaint-main issue
96					Glenn S [REDACTED]	
97					Greg N [REDACTED]	
98					Harlan B [REDACTED]	
99					Jay G [REDACTED]	
100					Jim & Roxanne K [REDACTED]	
101					JoAnn H [REDACTED]	
102					Kermit S [REDACTED]	
103					Larry B [REDACTED]	
104					Laurie L [REDACTED]	
105					Lisa B [REDACTED]	
106					Lorraine V [REDACTED]	
107					Mark S [REDACTED]	
108					Marlin & Jody M [REDACTED]	
109					Maureen B [REDACTED]	
110					Michael & Terry S [REDACTED]	
111					Mike S [REDACTED]	
112					Mrs. Fred D [REDACTED]	
113					Orville G [REDACTED]	
114					Stanley & Arlene L [REDACTED]	
115					Steve O [REDACTED]	
116					Stuart M [REDACTED]	
117					Tom & Theresa H [REDACTED]	
118					Tom D [REDACTED]	
119					Wayne Z [REDACTED]	
120					Ryan J [REDACTED]	

Number	Date Opened	Date Closed	Res. No.	Recoveries	Consumer	Complaint-main issue
121					Connie (Mike) H [REDACTED]	

EXHIBIT #3

RELEASE AND AGREEMENT TO PARTICIPATE IN
SIOUX FALLS QUALITY WATER SETTLEMENT

TO PARTICIPATE IN THIS SETTLEMENT AND RECEIVE A
PAYMENT, YOU MUST PRINT YOUR NAME, SIGN THE RELEASE BELOW,
AND RETURN THIS ORIGINAL DOCUMENT IN THE ENVELOPE PROVIDED,
POST MARKED NO LATER THAN JUNE 23, 2007. ALSO, PLEASE KEEP
A COPY OF THIS FORM FOR YOUR RECORDS.

I/We would like to participate in the settlement and
receive a payment ("restitution") of \$100.00. By signing
below, I/we agree to the following release of legal claims
that I/we may have against Sioux Falls Quality Water in
exchange for the funds I/we will be receiving:

In consideration for the restitution received, I/we
hereby release Sioux Falls Quality Water from all claims
and causes of action arising under South Dakota Codified
Laws Chapter 37-24 (Deceptive Trade Practices and Consumer
Protection), or arising under any other state or federal
consumer protection provisions, which I may have as of the
date of this Release agreement. Notwithstanding this
Release, I may affirmatively or defensively assert any
claim or defense that I have with respect to my dealings
with Sioux Falls Quality Water in response to a judicial or
threatened non-judicial action. For purposes of this

Release, "Sioux Falls Quality Water" means James A. Lund,
all Sioux Falls Quality Water Agents, servants, officers,
directors, employees, owners, independent contractors,
predecessors, successors, assignees, and all persons acting
in concert with them, directly or indirectly.

PLEASE PRINT AND SIGN WHERE INDICATED BELOW:

*Consumer(s) name(s): _____

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

Phone: () _____ Date: _____

*Signature(s): _____

*If you are currently married, both spouses should list
their names and sign this document.

Please return in the self-addressed envelope provided to:

SD Office of Attorney General
Division of Consumer Protection
1302 E. Highway 14, Suite 3
Pierre, SD 57501-8503
(800) 300-1986 or (605) 773-4400

Thank you.

release PC 04 11 07 release (SFQW Settlement) kak

#001)