IN THE SUPREME COURT OF IOWA
Supreme Court No. 19–1413

STATE OF IOWA,
Plaintiff-Appellee,

vs.

JANE DOE,
Defendant-Appellant.

APPEAL FROM THE IOWA DISTRICT COURT
FOR POLK COUNTY
THE HON. KEVIN PARKER, DISTRICT ASSOCIATE JUDGE

APPELLEE'S BRIEF

THOMAS J. MILLER
Attorney General of Iowa

LOUIS S. SLOVEN
Assistant Attorney General
Hoover State Office Building, 2nd Floor
Des Moines, Iowa 50319
(515) 281-5976
Louie.Sloven@ag.iowa.gov

JOHN P. SARCONE
Polk County Attorney

JEFF NOBLE
Assistant Polk County Attorney

ATTORNEYS FOR PLAINTIFF-APPELLEE

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STATEMENT OF THE ISSUE PRESENTED FOR REVIEW

I. Does section 901C.2(1)(a)(2) make the availability of expungement conditional on repayment of obligations associated with the case where expungement is sought, or does it require repayment of *all* financial obligations that were assessed by the court?

Authorities

Brown v. Star Seeds, Inc., 614 N.W.2d 577 (Iowa 2000)
Carolan v. Hill, 553 N.W.2d 882 (Iowa 1996)
Cox v. State, 686 N.W.2d 209 (Iowa 2004)
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Lenertz v. Mun. Court of the City of Davenport, 219 N.W.2d 513 (Iowa 1974)
Marcus v. Young, 538 N.W.2d 285 (Iowa 1995)
McKinney v. McClure, 220 N.W. 354 (Iowa 1928)
Sorci v. Iowa Dist. Ct. for Polk County, 671 N.W.2d 482 (Iowa 2003)
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State v. Hutton, 796 N.W.2d 898 (Iowa 2011)
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2015 Iowa Acts ch. 83, § 1
Legis. Serv. Agency, *Issue Review: Court Debt Collection* (Jan. 3, 2018) https://www.legis.iowa.gov/docs/publications/IR/916685.pdf
Thomas A. Mayes & Anuradha Vaitheswaran, *Error Preservation in Civil Appeals in Iowa: Perspectives on Present Practice*, 55 Drake L. Rev. 39 (2006)
Suzanna Sherry, *Logic Without Experience: The Problem of Federal Appellate Courts*, 82 Notre Dame L. Rev. 97 (2006)

ROUTING STATEMENT

Doe requests retention to determine if section 901C.2(1)(a)(2) requires repayment of *all* financial obligations assessed by the court or ordered by the clerk. *See* Def's Br. at 9. But this challenge can be resolved by applying established principles of statutory construction, so transfer to the Iowa Court of Appeals is appropriate. *See* Iowa R. App. P. 6.1101(3)(a).

STATEMENT OF THE CASE

Nature of the Case

This is Jane Doe's appeal from an order denying expungement of the record of three criminal cases, where she met all requirements for expungement other than section 901C.2(1)(a)(2). The court found that she did not meet that requirement because she still owed costs, fees, or other financial obligations that were assessed in other cases. *See* Orders Denying Expungement (7/30/19); App. 43. Doe's claim in this appeal is that the district court misconstrued the statute, and that she was only required to repay the financial obligations in the specific cases that she sought to have expunged. But the court was correct, because Doe had to show "[a]ll court costs, fees, and other financial obligations ordered by the court or assessed by the clerk of the district court have been paid." *See* Iowa Code § 901C.2(1)(a)(2).

Statement of Facts

The underlying facts of the offenses are not relevant to Doe's argument about the preconditions for availability of expungement.

Course of Proceedings

Doe filed motions to expunge records of three cases where all charges were dismissed or tried through to acquittal: OWOM068707, AGCR196887, and AGCR186879. *See* Motions for Expungement (7/9/19); App. 24. The State filed generic answers in each case that laid out the preconditions for expungement. *See* Responses to Motion (7/15/19); App. 40. In each of those three cases, the court issued an order stating that it "reviewed the Application, the docket, and case financial history," and denying expungement because of its finding that there were still "[m]onies owed in other matters." *See* Orders Denying Expungement (7/30/19); App. 43.

Additional procedural facts may be discussed when relevant.

ARGUMENT

Jurisdiction

Doe filed a notice of appeal from each of the orders denying expungement. *See* Notices of Appeal (8/26/19); App. 49. But there is no right of appeal from an order denying expungement. *See* Iowa Code § 814.6(1); *accord State v. Propps*, 897 N.W.2d 91, 96 (Iowa 2017) (quoting *Iowa W. Racing Ass'n v. Iowa Racing & Gaming Comm'n*, 578 N.W.2d 663, 664 (Iowa 1998)) (noting section 814.6 does not create a right of appeal from a denial of a motion to correct an illegal sentence because "decisions, opinions, findings, or verdicts do not constitute a judgment" within meaning of section 814.6(1)).

However, because Doe's claim is that the district associate judge "acted illegally" by denying her motions for expungement, she "may commence an original certiorari action in the supreme court by filing a petition for writ of certiorari." *See* Iowa R. App. P. 6.107(1)(a). And "if a case is initiated by a notice of appeal, but another form of review is proper, [this Court] may choose to proceed as though the proper form of review was requested by the defendant rather than dismiss the action." *Propps*, 897 N.W.2d at 97 (citing Iowa R. App. P. 6.108). That would potentially solve the lurking jurisdictional problem.

This Court may also choose to treat this as a petition for a writ of certiorari and dismiss it, because Doe never put the district court on notice that she believed it had misapplied section 901C.2(1)(a)(2). Even in certiorari actions, Iowa courts will "begin with the principle, based upon considerations of fairness, that this court is not ordinarily a clearinghouse for claims which were not raised in the district court." *Sorci v. Iowa Dist. Ct. for Polk County*, 671 N.W.2d 482, 489 (Iowa 2003); *Lenertz v. Mun. Court of the City of Davenport*, 219 N.W.2d 513, 515 (Iowa 1974) ("The rule is well established that in certiorari actions we will not review questions not presented to the so-called inferior tribunal."). If there were a right of appeal, then a ruling that denied Doe's motion to expunge would be minimally sufficient to preserve error on a claim that the motion should have been granted. But in the certiorari context, Doe needed to raise the claim that the district court acted illegally in denying the motion, and get a ruling. *See Sorci*, 671 N.W.2d at 490 (citing Iowa R. App. P. 6.301) (noting that appellate rules for certiorari actions require error preservation, because certiorari will typically be granted "only on issues presented in the district court on which the parties sought a ruling"). Dismissal is likely the best option because this argument was never made below.

I. The court was correct to deny expungement. Section 901C.2(1)(a)(2) requires repayment of *all* obligations ordered by that court or assessed by the clerk of that district court, before expungement can be granted.

Preservation of Error

Doe argues that error was preserved "based on [her] timely appeal of the order denying her expungement application." *See* Def's Br. at 11. But filing a notice of appeal does not preserve error. "While this is a common statement in briefs, it is erroneous, for the notice of appeal has nothing to do with error preservation." *See State v. Lange*, 831 N.W.2d 844, 846–47 (Iowa Ct. App. 2013) (quoting Thomas A. Mayes & Anuradha Vaitheswaran, *Error Preservation in Civil Appeals in Iowa: Perspectives on Present Practice*, 55 DRAKE L. REV. 39, 48 (2006)). Rather, error is preserved if the trial court's ruling "indicates that the court *considered* the issue and necessarily ruled on it." *See Lamasters v. State*, 821 N.W.2d 856, 864 (Iowa 2012). It is troubling that Doe never advanced any argument for her reading of the statute before the district court. But her motions for expungement did state: "I have paid all my court debt in this case." Motions for Expungement (7/9/19) at 1; App. 24. The court's rulings that denied expungement necessarily rejected the view that section 901C.2(1)(a)(2) only requires payment of the costs in that specific case, because the basis for denial

was "[m]onies owed in other matters." Orders Denying Expungement (7/30/19); App. 43. In the State's view, this is minimally sufficient to preserve error for the statutory construction arguments that Doe is raising in this appeal. But it is important to remember that failure to make any arguments for this interpretation before the district court effectively deprived that lower court of any opportunity to comment on comparative ease of implementation, as a reason for Iowa courts to prefer one interpretation over another. *See, e.g.*, Suzanna Sherry, *Logic Without Experience: The Problem of Federal Appellate Courts*, 82 NOTRE DAME L. REV. 97, 98, 146 (2006) (arguing that courts and advocates should "promote increased appellate exposure to district court perspectives" in order to "prevent further deterioration in the functioning of district courts," and that "their immersion in the world of litigation gives trial court judges a greater appreciation of the costs and benefits of particular allocations of resources"). While the rulings are minimally sufficient to preserve error, this Court should hesitate before accepting Doe's argument that lower courts have mistakenly adopted an interpretation of section 901C.2(1)(a)(2) that is *harder* to implement than Doe's alternative, in the absence of findings on the comparative feasibility of each interpretation. *See* Def's Br. at 16–18.

Standard of Review

"We review issues involving the interpretation of a statute for the correction of errors at law." *See State v. Carpenter*, 616 N.W.2d 540, 542 (Iowa 2000).

Merits

Section 901C.2(1)(a) sets out preconditions for expungement:

> . . . [T]he court shall enter an order expunging the record of such criminal case if the court finds that the defendant has established that all of the following have occurred, as applicable:
>
> > (1) The criminal case contains one or more criminal charges in which an acquittal was entered for all criminal charges, or in which all criminal charges were otherwise dismissed.
> >
> > (2) All court costs, fees, and other financial obligations ordered by the court or assessed by the clerk of the district court have been paid.
> >
> > (3) A minimum of one hundred eighty days have passed since entry of the judgment of acquittal or of the order dismissing the case relating to all criminal charges, unless the court finds good cause to waive this requirement for reasons including but not limited to the fact that the defendant was the victim of identity theft or mistaken identity.
> >
> > (4) The case was not dismissed due to the defendant being found not guilty by reason of insanity.
> >
> > (5) The defendant was not found incompetent to stand trial in the case.

Iowa Code § 901C.2(1)(a). The second condition was the basis for denial of expungement, because Doe owed money in other cases. *See*

Orders Denying Expungement (7/30/19); App. 43. Doe argues that the plain meaning of that second requirement is that expungement should be granted if the defendant has paid all financial obligations in *the particular case* that is the subject of the motion for expungement. Doe asserts that a contrary reading "is not reasonable, particularly when that portion of the statute is read in context and as part of the whole statute." *See* Def's Br. at 14. The State disagrees—if anything, the plain meaning of the statute forecloses Doe's preferred outcome.

"In interpreting a statute, we first consider the plain meaning of the relevant language, read in the context of the entire statute, to determine whether there is ambiguity." *See State v. Doe*, 903 N.W.2d 347, 351 (Iowa 2017) (citing *State v. Nall*, 894 N.W.2d 514, 518 (Iowa 2017)). "A statute is ambiguous 'if reasonable minds can disagree on the meaning of particular words or the statute as a whole.'" *See Nall*, 894 N.W.2d at 518 (quoting *State v. McIver*, 858 N.W.2d 699, 703 (Iowa 2015)). If there is no ambiguity, the plain meaning will control and no further inquiry is required. *See State v. Hutton*, 796 N.W.2d 898, 904 (Iowa 2011). Where ambiguity exists, Iowa courts "resort to other tools of statutory interpretation." *See Doe*, 903 N.W.2d at 351 (citing *Nall*, 894 N.W.2d at 518).

Doe notes that, in statutory interpretation, "[c]ontext is king." *See* Def's Br. at 14 (quoting *Des Moines Flying Serv., Inc. v. Aerial Servs. Inc.*, 880 N.W.2d 212, 221 (Iowa 2016)). Then, Doe correctly notes that "[e]very other requirement for expungement in the statute uses singular nouns and alludes to a singular criminal case." *See* Def's Br. at 14. That is entirely true, and it shows that the legislature crafted four requirements that focus on the specific case to be expunged—but then *omitted* that limiting language from the repayment requirement.

- **No convictions or pending charges *in this case***: Section 901C.2(1)(a)(1) requires that all of the other charges in "[t]he criminal case" have been dismissed or tried through to acquittal. Expungement may be available even if the defendant has pending charges or convictions in other criminal cases, separate from this one.
- **At least 180 days passed since the end *of this case***: Section 901C.2(1)(a)(3) requires that at least 180 days have passed since the acquittal or dismissal in "the case." Again, charges in other cases that are still pending or more recent would not make expungement unavailable.
- **An insanity defense did not prevail *in this case***: Section 901C.2(1)(a)(4) requires that "[t]he case" was not prosecuted and subsequently dismissed based on finding the defendant not guilty by reason of insanity. However, if a defendant was found not guilty by reason of insanity in another case, expungement may still be available.
- **The defendant was not found incompetent to stand trial *in this case***: Section 901C.2(1)(a)(5) requires the defendant to show that they were not found to be incompetent to stand trial "in the case." Yet again, finding them incompetent to stand trial in another case would not bar expungement of unrelated case files.

But then, after including language in all of the other requirements that limits the impact of otherwise disqualifying facts in other cases, the legislature omitted that limitation from section 901C.2(1)(a)(2). Instead, it requires a defendant to show that "[a]ll court costs, fees, and other financial obligations ordered by the court or assessed by the clerk of the district court have been paid." *See* Iowa Code § 901C.2(1)(a)(2). That restriction is limited to financial obligations "ordered by the court or assessed by the clerk of the district court"—but it is not limited to any particular case. Thus, its plain meaning is that financial obligations arising from other cases in the same county would bar the expungement of any case files from that district court, until the defendant pays everything *that court* ordered them to pay. Doe argues that, if the legislature had intended to achieve this result, "specific language to that effect would be necessary to differentiate this section from the others." *See* Def's Br. at 14–15. In truth, it is the *lack* of single-case language that differentiates section 901C.2(1)(a)(2) from the rest of the statute. "Intent may be expressed by the omission, as well as the inclusion, of statutory terms." *See State v. Beach*, 630 N.W.2d 598, 600 (Iowa 2001) (citing *Marcus v. Young*, 538 N.W.2d 285, 289 (Iowa 1995)). This already illustrates clear legislative intent.

Of course, Doe needs to emphasize context to escape the word that dooms her claim. Section 901C.2(1)(a)(2) requires her to show: "*All* court costs, fees, and other financial obligations ordered by the court or assessed by the clerk of the district court have been paid." *See* Iowa Code § 901C.2(1)(a)(2) (emphasis added). Doe's challenge cannot succeed unless she convinces this Court to disregard that catch-all, which it may not do. *See, e.g.*, *State v. Romer*, 832 N.W.2d 169, 176 (Iowa 2013) (quoting *In re Estate of Bockwoldt*, 814 N.W.2d 215, 223 (Iowa 2012)) ("We may not extend, enlarge, or otherwise change the meaning of a statute under the guise of construction."). The description of "all" financial obligations creates a requirement that includes *every* financial obligation that falls within boundaries drawn by the remainder of the sentence—and the rest of the sentence places those boundaries with references to *that court* and *that clerk*, rather than with a reference to the particular case file to be expunged. *See* Iowa Code § 901C.2(1)(a)(2). Using the word "all" within those boundaries, which extend beyond an individual case, reflect an intent to require repayment of *all* financial obligations imposed by the court for that particular county and assessed by that particular county clerk before expungement becomes available for charges in that county.

This is the only expungement requirement that is not, by its express terms, limited to the "case" where expungement is sought. This Court should read it accordingly. *See, e.g.*, *Farmers Co-op. Co. v. DeCoster*, 528 N.W.2d 536, 538–39 (Iowa 1995) ("[W]here a statute with respect to one subject contains a given provision, the omission of such provision from a similar statute is significant to show a different intention existed."). And section 901C.2(1)(a)(2) omits limiting terms that are present in another repayment requirement for expungement. Section 901C.1 defines "expungement" and references section 907.1, which defines expungement for the purposes of chapter 907. *See* Iowa Code §§ 901C.1, 907.1(3). Courts normally presume that the legislature is aware of any related enactments, and a cross-reference strengthens that presumption. That is important here because section 907.9(4)(b) creates conditions for expunging any records of a deferred judgment upon successful discharge from probation—and that provision states expungement is unavailable "until the person has paid the restitution, civil penalties, court costs, fees, or other financial obligations ordered by the court or assessed by the clerk of the district court *in the case that includes the deferred judgment*." *See* Iowa Code § 907.9(4)(b). The omission of similar language from section 901C.2 is deliberate.

In construing statutes, "[p]recise, unambiguous language will be given its plain and rational meaning in light of the subject matter." *See Carolan v. Hill*, 553 N.W.2d 882, 887 (Iowa 1996). And here, the legislature required repayment of "[a]ll court costs, fees, and other financial obligations ordered by the court or assessed by the clerk of the district court." *See* Iowa Code § 901C.2(1)(a)(2). The term "[a]ll" casts a wide net and, by its plain language, includes all costs that are ordered by the same district court and assessed by that court's clerk. *Accord Brown v. Star Seeds, Inc.*, 614 N.W.2d 577, 580 (Iowa 2000) (broadly construing the term "all occupations" in a statute defining calculations of earning capacity for workers' compensation claims); *McKinney v. McClure*, 220 N.W. 354, 356–57 (Iowa 1928) (holding "[t]his language is plain" in construing statute that empowered cities to levy taxes "upon all the taxable property" with specific exceptions). This language requires repayment of all financial obligations owed in cases from the same county. Because the provision is unambiguous—both from its plain language and from omission of limiting language that appears in other requirements and other expungement statutes—no further analysis is necessary. *See Hutton*, 796 N.W.2d at 904. This Court should only proceed further if it finds lingering ambiguity.

When ambiguity exists, Iowa courts attempt to discern the legislature's intent, which can be ascertained from "subject matter, the object sought to be accomplished, the purpose to be served, underlying policies, remedies provided, and the consequences of the various interpretations." *See Cox v. State*, 686 N.W.2d 209, 213 (Iowa 2004) (quoting *State v. Albrecht*, 657 N.W.2d 474, 479 (Iowa 2003)). In terms of the object that the legislature sought to accomplish, "[t]he legislature could reasonably condition expungement on payment of costs in order to incentivize defendants to satisfy court debt." *See State v. Doe*, 927 N.W.2d 656, 658 (Iowa 2019). Iowa has a massive amount of outstanding court debt. "The total outstanding court debt at the end of FY 2017 was $731.9 million. Outstanding court debt has grown by 410.4% since FY 1998." *See* Legis. Serv. Agency, *Issue Review: Court Debt Collection*, at 4 (Jan. 3, 2018) (footnote omitted), *available at* https://www.legis.iowa.gov/docs/publications/IR/916685.pdf. The legislature's hope to motivate repayment of *all* unpaid court debt could rationally lead it to require those seeking expungement to repay *all* financial obligations owed to that particular district court before they become eligible to petition that court to segregate their records, which is "a matter of legislative grace." *See Doe*, 927 N.W.2d at 660.

Doe provides a narrative of the legislative history of S.F. 385, and argues "[t]he legislative record demonstrates that the intent of Senate File 385 was to remove from public view criminal cases which resulted in dismissal or acquittal." *See* Def's Br. at 19–23. But Doe is ignoring that both houses of the Iowa legislature unanimously passed this version that contained strict eligibility requirements, including a broad repayment requirement that cannot be waived for cause. *See* 2015 Iowa Acts ch. 83, § 1, *now codified at* Iowa Code § 901C.2. Any statements from individual legislators about access to expungement, if considered at all, must be considered alongside their votes for a bill that conditioned the availability of expungement on full repayment of costs, fees, and other financial obligations. Doe highlights statements that suggest a belief that expungement should *never* be denied—but that sentiment does not match the statute that the legislature enacted. *Cf. Iowa State Ed. Ass'n v. PERB*, 269 N.W.2d 446, 448 (Iowa 1978) (explaining "[w]e are usually unwilling to rely upon the interpretations of individual legislators for statutory meaning" because "[a] legislator can testify with authority only as to his own understanding"). There is no way for individual legislator statements to override the expression of collective legislative intent in enacting a repayment requirement.

"Another rule of statutory construction is the presumption that '[a] just and reasonable result is intended.'" *Doe*, 903 N.W.2d at 353 (quoting Iowa Code § 4.4(3)). Doe argues that section 901C.2 intends a just and reasonable result: that people whose charges were dismissed or who were acquitted should not be burdened by public records of those charges in attempting to attain and keep employment. *See* Def's Br. at 19–23; *accord Doe*, 903 N.W.2d at 354. But if that were the exclusive aim, then there would be no repayment requirement *at all*. The clearest expression of legislative intent is the language of the enactment itself—and this enactment contains language that makes expungement conditional on repayment of *all* financial obligations, which courts may not waive for good cause (unlike the requirement that 180 days have passed, which *may* be waived for good cause). *See* Iowa Code § 901C.2(1)(a)(2)–(3). This Court may not rewrite statutes to gainsay the legislature's policy decisions. *See, e.g.*, *State v. Wagner*, 596 N.W.2d 83, 88 (Iowa 1999) ("Once the legislature has spoken, the court's role is to give effect to the law as written, not to rewrite the law in accordance with the court's view of the preferred public policy."). Repayment of all court debts is part of the "just and reasonable result" that the legislature aimed to achieve, which should not be subverted.

Doe argues that her interpretation is more "feasible of execution" than the reading adopted by the district court. *See* Def's Br. at 16–18 (quoting Iowa Code § 4.4(4)). The State reiterates that it would be preferable for Doe to build a record on arguments for her reading in the district court and obtain meaningful findings on its feasibility, rather than going over the district court's head with arguments that may have little relevance to real-world judicial economy interests. Still, two things are already apparent. First, the district court clerk had no difficulty writing "Ø bal" on each motion. *See* Motions for Expungement (7/9/19); App. 24. Second, the court did not need to convene an evidentiary hearing to discern that Doe still owed money from at least one Polk County case, which Doe does not contest. *See* Orders Denying Expungement (7/30/19); App. 43. Based on that, the State submits that running a search through electronic records of outstanding financial obligations must be relatively easy, under either of these competing interpretations. The district court did not adopt (and the State does not propose) a reading that would require courts to search records to find debts owed in other counties or states. *See* Def's Br. at 17. While this reading does encompass any costs that are assessed in civil cases, this should still be feasible—and if the court is

struggling to determine whether any relevant financial obligations are still outstanding, it can notify the defendant that they will need to file proof of satisfaction of those debts (or testify that specific obligations were satisfied, if no other proof can be obtained), because the statute itself places the burden on the defendant to establish their eligibility by satisfying each of those conditions. *See* Iowa Code § 901C.2(1)(a) (authorizing expungement "if the court finds that the defendant has established that all of the following have occurred"). In any event, there are no glaring feasibility problems that would weigh heavily in favor of one proposed interpretation, over another.

Finally, Doe makes an argument about legislative acquiescence: she argues the legislature "has made no effort to clarify that language in response to the widespread practice of courts across the state to implement the statute as urged here." *See* Def's Br. at 23. The State is not aware of that "widespread practice," and Doe provides no proof of any kind to support her assertion about past/current implementation of section 901C.2 in Iowa's district courts, up until now. Doe's appeal is being pursued contemporaneously with at least two other appeals that challenge the same interpretation; Doe cannot claim legislative acquiescence to any universalized practice that supports her reading.

See, e.g., *State v. Doe*, No. 19–1402 (status: briefing); *State v. Doe*, No. 19–1407 (status: briefing). But the point remains that, no matter what this Court decides, the legislature can correct an interpretation that it disagrees with, through subsequent legislation. *See, e.g.*, *State v. Thompson*, 836 N.W.2d 470, 480–81 (Iowa 2013) (discussing law that superseded prior Iowa Supreme Court decision and replaced its judicially created framework with analysis resembling the dissent). Given that Iowa law does not create a procedure for un-expungement, this Court should construe the repayment requirement broadly and uphold orders denying expungement based on that reading. That way, if the legislature prefers Doe's approach, it can amend section 901C.2 and Doe can re-apply for expungement. The alternative would be to grant expungement in cases where defendants owe outstanding costs; but then, if the legislature amends the law to match the State's reading, there would be no clear way to undo the improper expungements. They may also be tough to identify, because an expungement leaves no public record behind. Pragmatically, because re-filing a motion for expungement is relatively simple and because it is unclear whether Iowa courts have any way to identify or rescind an improper grant of expungement, adopting the State's reading presents much less risk.

Ultimately, it should be unnecessary to resort to other tools of statutory construction—the plain language of section 901C.2(1)(a)(2) requires defendants to prove that they have repaid "[a]ll court costs, fees, and other financial obligations ordered by the court or assessed by the clerk of the district court" before obtaining expungement, and Doe's argument fails because it attempts to insert additional language that constrains the scope of that requirement to an individual case. The legislature added that language to each of the *other* requirements for expungement—but *this* requirement is left without those limits, and it sweeps up all other financial obligations imposed by this court or assessed by this district court, in service of the legitimate goal of motivating repayment of court debt and any other money owed. And legislators knew how to craft a case-specific repayment requirement—they did that in section 907.9(4)(b), but chose not to use language that would have a similar effect in section 901C.2(1)(a)(2). The best way to ascertain legislative intent is to read the enactment itself, and this particular enactment creates no real room for actual ambiguity. As such, Doe's challenge should be rejected.

CONCLUSION

The State respectfully requests that this Court affirm the ruling that denied Doe's motion to expunge records.

REQUEST FOR NONORAL SUBMISSION

This case should be set for nonoral submission. In the event argument is scheduled, the State asks to be heard.

Respectfully submitted,

THOMAS J. MILLER
Attorney General of Iowa

LOUIS S. SLOVEN
Assistant Attorney General
Hoover State Office Bldg., 2nd Fl.
Des Moines, Iowa 50319
(515) 281-5976
louie.sloven@ag.iowa.gov

CERTIFICATE OF COMPLIANCE

This brief complies with the typeface requirements and type-volume limitation of Iowa Rs. App. P. 6.903(1)(d) and 6.903(1)(g)(1) or (2) because:

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LOUIS S. SLOVEN
Assistant Attorney General
Hoover State Office Bldg., 2nd Fl.
Des Moines, Iowa 50319
(515) 281-5976
louie.sloven@ag.iowa.gov