IN THE SUPREME COURT OF IOWA

NO. 20-0303

IOWA DISTRICT COURT
FOR MILLS COUNTY
CASE NO. LACV026844

TERRY K. JONES & CHRISTINE JONES,
Plaintiff-Appellees,

v.

THE GLENWOOD GOLF CORPORATION,
Defendant-Appellant

APPEAL FROM THE IOWA DISTRICT COURT
FOR MILLS COUNTY
HONORABLE JUDGE RICHARD DAVIDSON, PRESIDING

DEFENDANT/APPELLANT'S FINAL REPLY BRIEF

William H. Larson, #AT0009088
Rene Charles Lapierre, #AT0004547
Zachary D. Clausen #AT0013741
KLASS LAW FIRM, L.L.P.
4280 Sergeant Road, Suite 290
Sioux City, IA 51106
Larson@klasslaw.com, Lapierre@klasslaw.com,
zclausen@klasslaw.com
712/252-1866
712/252-5822 fax
ATTORNEYS FOR DEFENDANT/APPELLANT,
THE GLENWOOD GOLF CORPORATION

TABLE OF CONTENTS

TABLE OF AUTHORITIES

STATEMENT OF THE ISSUES PRESENTED FOR REVIEW

I. WHETHER THE DISTRICT COURT ERRED IN THE APPLICATION OF CHAPTER 668

AUTHORITIES

CASES

State v. Paxton, 674 N.W.2d 106 (Iowa 2004)
Thomas v. Solberg, 442 N.W.2d 73 (Iowa 1989)

STATUTES

Iowa Code § 321.493
Iowa Code § 668.3
Iowa Code § 668.7

II. WHETHER THE DISTRICT COURT ERRED IN DENYING DEFENDANT/APPELLANT'S MOTION FOR SUMMARY JUDGMENT ON PLAINTIFFS' CLAIM UNDER IOWA CODE § 321.493

AUTHORITIES

CASES

Beganovic v. Muxfeldt, 775 N.W.2d 313 (Iowa 2009)
Biddle v. Sartori Memorial Hosp., 518 N.W.2d 795 (Iowa 1994)
Bruce's Estate v. B.C.D., Inc., 396 F. Supp. 157 (S.D. Iowa 1975)
Estate of Dean by Dean v. Air Exec, Inc., 534 N.W.2d 103 (Iowa 1995)
Peak v. Adams, 799 N.W.2d 535 (Iowa 2011)
Smith v. CRST Intern., Inc., 553 N.W.2d 890 (Iowa 1996)
State v. Paxton, 674 N.W.2d 106 (Iowa 2004)

STATUTES

Iowa Code § 321.493
Iowa Code § 668.7

OTHER AUTHORITIES

III. WHETHER THE DISTRICT COURT ERRED IN GRANTING PLAINTIFF/APPELLEE'S MOTION FOR NEW TRIAL

AUTHORITIES

CASES

Pexa v. Auto Owners Ins. Co., 686 N.W.2d 150 (Iowa 2004)

STATUTES

ARGUMENT

I. Plaintiffs Lack Understanding of the Comparative Fault Act

Contrary to the claim of Plaintiffs, Glenwood has never disputed that Iowa Code § 668.7 encourages and allows partial settlements. However, Plaintiffs seem to lack a fundamental understanding of the Iowa Comparative Fault Act, including the operative effect of becoming a released party under Iowa Code § 668.7. Plaintiffs state as follows:

> Iowa Code § 668.7 speaks of the released person's equitable share of the "obligation" which, again, speaks only to "damages" as evidenced by 668.7's reference back to 668.3(4), which requires the court to determine the amount of damage payable to claimant in accordance with the finding of the court or jury. Defendant's continuing assertion that the statutes relate to fault is a misinterpretation. Under the provisions of Iowa Code § 668.3(4), the defendant is entitled to a credit based on the released person's equitable share of the "obligation" (i.e. damages as directed by Iowa Code § 668.7).

(Plaintiffs' Brief p. 3).

There can be no greater misunderstanding of Chapter 668. Again, as noted by the Iowa Supreme Court in *Thomas v. Solberg*, "language in sections 668.7 and 668.3 can be reduced to the following statement: the plaintiff's recovery against non-settling defendants is reduced by the

percentage of fault allocated to settling defendants." 442 N.W.2d 73, 77 (Iowa 1989).

In addition to lacking a fundamental understanding of the proportionate credit rule under the Comparative Fault Act, Plaintiffs also somehow contend that the credit applied by the district court is not a *pro tanto* credit. It is unclear how this conclusion could be reached when examining the judgment entry and setoff. In the judgment entry and setoff, the district court plainly states, "Because the jury did not find or assign Glenwood Golf Corporation any percentage of fault under the tort claim theory the court must reduce Plaintiffs' recovery considering the Jeffrey Jones settlement. Accordingly, the court reduces the award of $500,000 against Defendant Glenwood Golf Corporation, as owner of the golf cart, to zero dollars." (App. 105).

This reduction by the amount paid by the settling party Jeff Jones, is unmistakably an application of the *pro tanto* credit rule. *See Thomas*, 442 N.W.2d at 75 ("In those jurisdictions applying the pro tanto credit rule, the plaintiff's recovery is reduced by the amount paid by the settling defendant"). If the district court had properly applied the proportionate credit rule and discharged the fault of Jeff Jones, it would not have even considered granting the motion for new trial on the issue of damages.

It is also incomprehensible how Plaintiffs urge that this is not a case of comparative fault, arising under the Iowa Comparative Fault Act. The Plaintiffs are playing the jury result of a finding of 100% fault on behalf of Jeff Jones, noting that no fault was found on the part of Terry or Christine Jones. It is true that there was no allegation of comparative fault on the part of Terry Jones. However, the allegations of comparative fault and the fact that the case was tried under the Iowa Comparative Fault Act simply do not disappear after the entering of a verdict at the close of trial.

Plaintiffs are making this argument despite pleading the issue, claiming to specifically have reserved this right in the release, and not appealing the verdict form following trial. The sheer fact that Plaintiffs admit using the language of Iowa Code § 668.7 in the drafting of the release with Jeff Jones, along with the pleading of an independent claim of negligence against Glenwood pursuant to the Restatement Section 344, further evidences Plaintiffs' understanding, cognizance, and desire for their claims to be tried under Chapter 668.

The jury determined that Glenwood was not at fault under the premises liability claim plead under Section 344 of the Restatement of Torts. The jury then assigned 100 percent of the fault on released party Jeff Jones as operator of the golf cart. Because there was no independent fault assessed

to Glenwood, and because Jeff Jones is a released party pursuant to Iowa Code § 668.7, the fault of Jeff Jones should be discharged, and judgment be entered on behalf of Glenwood.

It is prudent to mention and address the case of *State v. Paxton*, 674 N.W.2d 106 (Iowa 2004), which contains a discussion of vicarious liability and the Comparative Fault Act. In *Paxton*, the court was concerned with restitution to a criminal victim and whether an amount paid by the criminal defendant was subject to a *pro tanto* dollar-for-dollar credit for an amount paid by the victim's employer. *See* 674 N.W.2d at 109. While the case involved criminal restitution, the Court stated, "[I]n determining whether a defendant's restitution obligation is reduced by payments from third parties vicariously liable for the defendant's conduct, we must start with an examination of the victim's potential civil recovery." *Id.* The court initially ruled that the *pro tanto* rule applied because chapter 668 does not cover fraud and breach of contract actions, and because the "pro tanto rule remains viable in cases not affected by the enactment of chapter 668." *See id.*

However, the Court took the analysis a step further and stated as follows:

> Even if Clauss could recover under a negligence theory subject to chapter 668, we do not think the proportionate credit rule of that statute would

> apply. Because Everen Securities was **vicariously liable** for Paxton's conduct (rather than independently liable to Clauss), Everen Securities and Paxton would be treated as a single party under the comparative fault statute. *See* Iowa Code § 668.3(2)(*b*) (instructing court to treat defendants, where appropriate, "as a single party" for purposes of allocating fault); *Biddle v. Sartori Mem'l Hosp.,* 518 N.W.2d 795, 799 (Iowa 1994) (stating doctor and hospital-**vicariously liable** for doctor's negligence-"were properly 'treated as a single party' " for purposes of release obtained by doctor (citing Iowa Code section 668.3(2)(*b*))). Consequently, Everen Securities and Paxton would be liable for the same act of fault and accordingly would be jointly allocated the same portion of Clauss' damages (in this case one hundred percent since there are no other parties at fault). Thus, as between Everen Securities and Paxton, there is no separate fault that could be subject to or give rise to a *proportionate* credit under chapter 668.

Id. at 109 (emphasis original).

While the Court in *Paxton* ultimately concluded that the *pro tanto* rule would apply as there were no other parties at fault, notably, there was no allegation of comparative fault against another party, in contrast to the current case where the Plaintiffs plead independent acts of negligence against Glenwood. Furthermore, the hypothetical in *Paxton* does not contemplate the party found to be 100% at fault as being a released party under Iowa Code § 668.7. These facts, along with the discussion in *Paxton*

as *dicta*, do not control on the issue of whether Jeff Jones' fault should have been discharged via the proportionate credit rule following the verdict form.[1]

Because there are no independent acts of negligence for which the jury assigned Glenwood fault under the claim being made by the Plaintiffs pursuant to Iowa Code § 321.493, as mandated by Iowa Code §§ 668.7 and 668.3(4), the district court's application of the Comparative Fault Act should be reversed and Jeff Jones' fault should be discharged, with judgment being entered on behalf of Glenwood.

II. The Imposition of Liability for the Actionable Negligence of Jeff Jones Should Operate to Discharge Glenwood

While it is urged that this appeal can be decided under the Comparative Fault Act, perhaps more importantly, Glenwood should have been granted summary judgment on Plaintiffs' claims under Iowa Code § 321.493, based on the nature of that claim and the settlement between Plaintiffs and Jeff Jones.

Under Iowa Code § 321.493, there is no actionable negligence on the part of Glenwood. This is evidenced from the plain language of the statute, and also from the district court treating Glenwood and Jeff Jones as a single line on the verdict form for purposes of this claim.

[1] A more important discussion in *Paxton* concerns a footnote examining the potential for the extinguishment of liability had the payment from Everen Securities been in exchange for a release of liability. This is discussed in detail in section II.

Plaintiffs focus on a distinction between liability and negligence, however this focus is misplaced. The issue here is that any sort of liability imposed on the owner is solely based on the negligence or fault of the driver. While it is conceded that the court in *Beganovic v. Muxfeldt* made a distinction between liability and negligence, if Glenwood is liable under a claim brought pursuant to Iowa Code § 321.493, fault on behalf of the driver is presumed. *See Beganovic v. Muxfeldt*, 775 N.W.2d 313, 318 n.4 (Iowa 2009) ("We recognize our owners' responsibility statute does not operate to impute the driver's liability to the owner, but imposes liability by imputing the driver's negligence to the owner").

Although the Iowa Supreme Court has discussed this operation of negligence and liability in the context of a claim under Iowa Code § 321.493, contrary to Plaintiffs' claims, it has not considered the effect that a driver becoming a released party has with regard to the continuing viability of a claim against the owner of the vehicle.

Plaintiffs seemingly point to the case of *Peak v. Adams*, 799 N.W.2d 535 (Iowa 2011) in claiming that the Iowa Supreme Court has considered a case involving a consensual driver, owner's liability, and the signing of a release. Contrary to this assertion, *Adams* did not discuss the consequence of a settlement under a claim brought pursuant to Iowa Code § 321.493. In fact,

the only mention of the owner's responsibility law noted that "Peak had no right to sue U-Haul because the vehicle owner liability statute does not impose liability on rental companies." 799 N.W.2d at 544.

Glenwood has also never argued that it was a party to the release as the Plaintiffs claim. Rather, Glenwood's argument is that the operative effect of the release, which happens to have language discussing compensation for Jeff Jones' proportionate share of the responsibility relating to the accident, discharges Glenwood from liability under the owner's responsibility claim, as there are no independent acts of negligence on the part of Glenwood giving rise to such claim.

Because the Iowa Supreme Court has never considered the issue, and because liability is being imposed on Glenwood vicariously by operation of statute, evidences why the case of *Biddle v. Sartori Memorial Hosp.,* 518 N.W.2d 795 (Iowa 1994) and the rationale discussed therein is instructive for purposes of this argument as it relates to the claim brought by Plaintiffs pursuant to Iowa Code § 321.493. As noted in *Biddle*, "By releasing the doctor, Biddle satisfied the percentage of fault attributable to him, and vicariously, attributable to the hospital." 518 N.W.2d at 799.

Furthermore, discussion in the aforementioned case of *State v. Paxton*, supports Glenwood's argument that the settlement with Jeff Jones should

have relieved it from liability under the owner's responsibility claim. In footnote one, the Iowa Supreme Court stated as follows:

> There is no indication in the record that the payment by Everen Securities was in exchange for a release of liability so as to raise the possibility that Paxton's liability was totally extinguished by the arbitration award. *Cf. Biddle,* 518 N.W.2d at 799 (holding release of tortfeasor physician served to extinguish any further claim against hospital for its vicarious liability since the release satisfied the fault attributable to the tortfeasor, and vicariously to the hospital).

674 N.W.2d 106, 109 n.1.

Here, the settlement and payment by Jeff Jones and his insurance carrier was in exchange for a release of liability, and thus, Glenwood's liability should be extinguished as Jeff Jones has satisfied his fault vicariously attributable to Glenwood. [2]

As anticipated, Plaintiffs cite to the cases of *Estate of Dean v. Air Exec. Inc.*, 534 N.W.2d 103 (Iowa 1995) and *Smith v. CRST Int'l, Inc.* 553 N.W.2d 890 (Iowa 1996) where the Iowa Supreme Court declined to extend certain immunities to the owner of an aircraft. In *Estate of Dean*, the Iowa

[2] It should be reiterated that Glenwood's arguments, while overlapping, are separate and distinct. On the one hand, Glenwood is arguing that the assignment of 100 % of the fault to Jeff Jones should be discharged as he is a released party under Chapter 668, as this was a comparative fault case as plead and as instructed to the jury. On the other, specifically with regard to the claim under Iowa Code § 321.493, there is no separate fault of Glenwood giving rise to this claim, and therefore, the settlement with Jeff Jones has totally extinguished Glenwood's liability under the owner's responsibility claim.

Supreme Court discussed how the Iowa Workers' Compensation Act does not provide immunities to third parties. 534 N.W.2d at 104. The court stated, "[I]t would appear illogical for an owner's liability statute to impose a general liability by legislative fiat without regard to the relationship between the operator and the owner and yet permit defenses by the owner that depend on relationships that play no role in creating the statutory liability." *Id.* at 105. The defenses at issue depended on the "quid pro quo" arising from the Iowa Workers' Compensation Act, which struck a bargain between employers and employees providing workers' compensation benefits to employees for injuries at work, in exchange for an immunization from civil and tort liability. *See id.* at 104–06. The court followed the rationale of *Estate of Dean* in *Smith v. CRST Intern., Inc.*, in deciding that the immunities afforded under the Iowa Workers' Compensation Act did not inure to the benefit of the owner of a vehicle under a claim brought pursuant to Iowa Code § 321.493. *See Smith*, 553 N.W.2d at 895 (noting that the legislature could have included third parties in Iowa Code § 85.20).

In contrast to the relationships discussed in *Estate of Dean* and *Smith*, the relationship between Jeff Jones and Glenwood as owner and operator is the exact relationship that played the role in creating the statutory liability which should operate to release Glenwood from the claim under Iowa Code

§ 321.493. The general liability by legislative fiat imposes liability on the owner of the vehicle for the actionable fault of the driver. *See Beganovic*, 775 N.W.2d at 318 n.4 ("the owners' responsibility statute . . . impos[es] liability on an owner for the actionable negligence of the driver"). Because Jeff Jones has satisfied his actionable negligence by settling with Plaintiffs, including signing a release that covers his "proportionate responsibility for all injuries and damages," the statutory scheme and public policy support Glenwood's discharge from liability under the 321.493 claim.

Furthermore, Plaintiffs' attempt to diminish the public policy rationale of the circuity of litigation that would ensue if the release of a driver does not operate to release the owner falls flat. It is quite perplexing that the Plaintiffs claim that there is no indemnification agreement in the release signed by Terry and Christine Jones, with the exception of language concerning the Medicare lien. (Brief of Appellees p. 11–12). While there is language discussing a Medicare lien, the language in the release reads as follows: "and ***the Plaintiffs further agree to hold the Released Parties harmless, and to defend and indemnify the Released parties from any suits, claims, cross-claims, judgments,*** costs or expenses of any kind, including attorney's fees, arising from assertion of any such liens,

reimbursement right, subrogation interest ***or claim***." (App. 31) (emphasis added).

Thus, even if Glenwood could have pursued a claim for indemnification against Jeff Jones, the Plaintiffs would have been forced to hold harmless, defend, and indemnify this claim against Jeff Jones based on the plain language of the release. This is exactly the type of circuity of litigation that would have ensued in this case, and would ensue in every future case if the release of a driver does not operate to release the owner in claims under Iowa Code § 321.493. *See Bruce's Estate v. B.C.D., Inc.*, 396 F. Supp. 157, 163–66 (S.D. Iowa 1975). Additionally, as discussed previously, as a released party, Jeff Jones is immunized from claims of contribution under Iowa Code § 668.7, foreclosing any remedy for Glenwood when Plaintiffs released their son Jeff Jones from liability.

Plaintiffs seem intent on bringing up evidence on appeal that appears nowhere in the record, including making representations regarding settlement discussions and suggesting that Jeff Jones is an insured of Defendant. (*See* Appellee Brief p. 13). Here, the question of whether Jeff Jones qualified as an insured under any policy of insurance held by Glenwood is not at issue, and this is not a coverage case or an action for declaratory relief. Nor is there any evidence in the record concerning any

denial of coverage or coverage dispute. Therefore, any cases discussing potential indemnity rights of insurance companies against their insureds are entirely inapplicable.

It would seem that there is nothing preventing a claim for indemnification from an owner against a driver, once the interests of the two parties cease to be aligned. The circumstances as to how Jeff Jones and Glenwood's interests diverged with regard to the owner's liability claim, or how one party settled without releasing the other on the same claim are not in the record before the court. However, what the record shows and what is apparent from settled law is the fact Glenwood is foreclosed from any claim of contribution for the acts of negligence of Jeff Jones pursuant to Iowa Code § 668.7, and also the circuity of litigation that would ensue if Glenwood had filed a claim of indemnity against the released party Jeff Jones. These facts evidence strong public policy reasons as to why the release of a driver should operate to release the owner under a claim brought pursuant to Iowa Code § 321.493.

This is much more than the age old adage that a release of the agent is the release of a principal. Contrary to Plaintiffs' claims, there is a significant policy rationale to discharge Glenwood from the owner's responsibility claim, including the previously expressed policy of the Iowa Supreme Court

in *Biddle.* For these reasons, and those previously articulated, Glenwood urges that the court overturn the district court's ruling on Glenwood's motion for summary judgment, and direct judgment to be entered in Glenwood's favor.

III. Plaintiffs Continue to Exaggerate the Past Damages

First, it should be noted that the Plaintiffs do not address Glenwood's argument regarding their lack of moving for a new trial on damages relating to Plaintiff Christine Jones. As Plaintiffs did not move for a new trial or additur on the damages awarded to Christine Jones, the district court erred in awarding a new trial on damages to Plaintiff Christine Jones.

Furthermore, with regard to the past medical expenses incurred by Terry Jones, Plaintiffs claim the actual amount paid by the health insurers was $397,031.21. (Appellees' Brief, p. 16). This continues to be a gross misstatement of the record and is the exact type of exaggeration that was used at the time of trial. Defendant's Exhibit H is the CMS/Medicare summary of amounts paid to the plaintiffs' medical providers. Exhibit H, page 34 shows the total conditional payments amount paid to all providers was $264,696.89. (App. 225). This amount includes sums paid to Nebraska Medical Center and Madonna Rehab Hospital. The Plaintiffs seem to claim

this entire amount was paid to Nebraska Medical Center, which is wholly unsupported by the record.

The sums paid to Madonna Rehab Hospital are shown on pages 3, 4 and 5 of Exhibit H. The total amount paid to Madonna Rehab Hospital was $85,212.14. (App. 194–195). These amounts covered the service dates of 10/12/17 and 10/21/17 in the amount of $23,371.09 on page 3; 10/30/17 to 11/28/17 in the amount of $41,326.98 on page 4 and 11/28/17 to 12/20/2017 in the amount of $20,514.07 on page 5 of the Exhibit. (App. 195–196). Thus, after subtracting the $85,212.14 paid to Madonna from the grand total paid by CMS/Medicare of $264,696.89 shows that the amount actually paid to Nebraska Medical Center by CMS/Medicare was $179,484.75 and not the amount of $266,150.26 as claimed by the plaintiffs.

Additionally, Blue Cross/Blue Shield paid $30,755.68[3] to Nebraska Medical Center as shown on Defendant's Exhibit G, page 39. (App. 191). Therefore, the total paid to Nebraska Medical Center by CMS and Blue Cross/Blue Shield was $210,240.43 and NOT the amount of $296,905.26 as claimed by the Plaintiffs in their appeal brief. (See Appellees' Brief, p. 16).

[3] It should be noted that this amount was previously mistakenly noted to be $30,766.68. Because of this, the amount paid by insurance providers was inaccurate by $11 in Defendant/Appellant's proof brief, and post-trial filings. These amounts and figures have been updated for purposes of this reply brief.

Consequently, the Defendant Glenwood contends the evidentiary record supports the following amounts were actually paid by the Plaintiffs' health insurance providers:

a. CMS to Madonna—$85,212.14—(App. 196–198).

b. CMS to Nebraska Medical Center—$179,484.75—(Exhibit H, App. 192–225 after subtracting specific payments to Madonna Rehab); and

c. Blue Cross/Blue Shield to Nebraska Medical Center--$30,755.68—(Exhibit G, App. 153–191)

Adding the amounts shown in the above paragraph that were actually offered into evidence results in a grand total of $295,452.57 that was actually paid by the plaintiffs' health insurance providers—an amount that is $100,000 less than the sum that Plaintiffs claim was paid by the insurers.

Plaintiffs continue to exaggerate the extent of the "gross" and "net" medical bills. This continued exaggeration and strategic choice at trial should not be rewarded by a new trial on damages. While a jury may be apt to cross contaminate damages in certain cases, there is simply no evidence that the jury did that in this case, awarding half a million dollars in damages to the Plaintiffs. Furthermore, contrary to Plaintiffs' claims, there was no anchoring done at the time of trial. While Christine Jones testified about

having to "pay back" the medical bills, there was no "anchor" amount testified to by Christine Jones. (App. 229, Transcript of Christine Jones p. 45, ¶¶ 14-17).[4] Furthermore, any suggestion that she had an ongoing duty to pay back bills to Medicare is arguably misleading based on the Medicare provision in the settlement with Jeff Jones and Plaintiffs, although the jury did not hear about this provision of the settlement agreement at the time of trial.

The district court should not have disturbed the jury's determination as to what was fair and reasonable regarding the past medical expenses, including by failing to take into account the strategy employed by Plaintiffs at the time of trial. *See Pexa v. Auto Owners Ins. Co.*, 686 N.W.2d 150, 156 (Iowa 2004) (discussing the jury's discretion regarding evidence of past medical expenses). However, to the extent that the court disagrees, additur to the amount paid by Plaintiffs' insurance providers was the more appropriate remedy, as there is no evidence the award for past medical expenses influenced the award of $480,000 in the remaining categories of damages.

[4] It should be noted that Christine Jones also testified that she does not know of any outstanding medical expenses as of the time of trial. (App. 228, Transcript of Christine Jones p. 43, ¶¶ 12-14).

CONCLUSION

For the reasons expressed herein and those previously articulated, Defendant/Appellant the Glenwood Golf Corporation respectfully requests that the Court overturn the District Court's application of Chapter 668, the order granting Plaintiff/Appellee's motion for new trial, the order on Defendant/Appellant's Motion for Summary Judgment, and direct the district court to enter judgment on behalf of Defendant/Appellant the Glenwood Golf Corporation.

CERTIFICATE OF COMPLIANCE

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

[x] this brief has been prepared in a proportionally spaced typeface using Times New Roman in 14 point font size and contains 4,186 words, excluding the parts of the brief exempted by Iowa R. App. P. 6.903(1)(g)(1)
or
[ ] this brief has been prepared in a monospaced typeface using [state name of typeface] in [state font size] and contains [state the number of] lines of text, excluding the parts of the brief exempted by Iowa R. App. P. 6.903(1) (g) (2).

/s/ William H. Larson July 14, 2020

CERTIFICATE OF SERVICE

I, William H. Larson, hereby certify that on the 14th day of July, 2020, I served Appellant's Final Reply Brief on all other parties to this appeal by emailing one copy thereof to the following counsel for the parties at the following addresses:

Stephen A. Rubes
Joseph Hrvol
541 6th Avenue
Council Bluffs, IA 51503
jjhrvolpc@hotmail.com
s_rubes@hotmail.com

/s/ William H. Larson

CERTIFICATE OF FILING

I, William H. Larson, further certify that I filed Appellant's Final Reply Brief via EDMS on the 14th day of July, 2020.

/s/ William H. Larson

CERTIFICATE OF COST

It is certified that the actual cost paid by Appellant for submitting this brief was $0.00 as it was filed electronically by EDMS.