IN THE SUPREME COURT OF IOWA

NO. 20-0837

IOWA DISTRICT COURT
FOR POLK COUNTY
CASE NO. CVCV058960

SIOUX CITY TRUCK SALES, INC., Plaintiff-Appellant,

v.

IOWA DEPARTMENT OF TRANSPORTATION and PETERBILT MOTORS COMPANY, Defendants-Appellees

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APPEAL FROM THE IOWA DISTRICT COURT
FOR POLK COUNTY
HONORABLE JUDGE WILLIAM P. KELLY, PRESIDING

PLAINTIFF-APPELLANT'S REPLY BRIEF

JEFFREY GOLDSTEIN (PRO HAC VICE)
GOLDSTEIN LAW FIRM
AND
ANTHONY P. LAMB
KLASS LAW FIRM, LLP
4280 SERGEANT ROAD, SUITE 290
SIOUX CITY, IA 51106
TELEPHONE: 712.252.1866
FACSIMILE: 712.252.5822
ATTORNEYS FOR PLAINTIFF-APPELLANT
SIOUX CITY TRUCK SALES, INC.

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1. **WHETHER DISTRICT COURT ERRED BY APPLYING THE DEPARTMENT'S QUALIFIED DEFINITION OF "COMMUNITY."**

This appeal pivots on the definition of "community" in Section 322A.16 of the Iowa Motor Vehicles Act ("IMVA"). Although the term "community" is explicitly and clearly defined in the definitional section of the IMVA (Section 322A.1), Peterbilt urges this Court to judicially

'legislate' a new definition of the word "community" for its use in one Section of the IMVA – Section 322A.16.

In arguing for the adoption of a newly-devised definition of "community" only for purposes of Section 322A.16, Peterbilt fails to tell the Court that the word "community" is used thirty-seven times in other sections of the IMVA. In each of those instances, the definition of "community" in Section 322A.1 has been applicable. In every case in which a noun-identifier is used with the word "community" in the IMVA, the noun-identifier has no independent substantive meaning. Although it is of course conceptually possible for a noun-identifier to alter the meaning of its companion noun, it is abundantly clear that when used with "community" in the IMVA, the noun identifiers were given no special meaning or purpose. *See, e.g.*, "the community;" "that community;" "the same community;" "franchisee's community."

If the Court fails to reverse the District Court's ruling, the new definition of "community" in Section 322A.16 devised by the District Court will stand out like a sore thumb. The failure of this Court to reverse would also radically shift the balance of power between manufacturers and dealers in Iowa to an imbalance never envisioned by the Legislature in enacting the IMVA.

And, finally, Peterbilt fails to inform the Court that there are two statutory purposes of the IMVA, not just one. While Peterbilt correctly identifies one purpose of the IMVA as to protect consumers, it also fails to inform the Court of the other significant purpose of the IMVA, which is to protect Iowa dealers, like SCTS, from an out of state franchisor's (Peterbilt's) unfair activities -- i.e., the cannibalization of the Iowa dealer's territory without compensation. *Midwest Auto. III, L.L.C. v. Iowa DOT*, 646 N.W.2d 417 (Iowa 2002) (court noting that "In 1970, the Iowa legislature passed a law 'to provide for fair trade practices by motor vehicle franchisers,'" and that "the primary purpose of chapter 322A is to protect the public--to ensure that once franchises are established in a community, the requisite services are continued for the benefit and safety of vehicle buyers and the public at large."); *Craig Foster Ford, Inc. v. Iowa DOT*, 562 N.W.2d 618 (Iowa 1997) ("Thus chapter 322A was enacted 'to assure the public that motor vehicle franchisers would not, without good cause, terminate or discontinue dealerships or open additional dealerships in any Iowa community.'" *Citing Beckman v. Carson*, 372 N.W.2d 203, 207 (Iowa 1985))

<u>The Relevant "Additional Franchise" Dyad: Sections 322A.4 and 322A.16 Discussion</u>

The issue in this case is whether "community" (for purposes of Section 322A.16) means what the Legislature explicitly defined it to mean in the definitional section of the IMVA (Section 322A.1), or whether it means something else – as conveniently concocted by Peterbilt.\[1]

Peterbilt makes two general arguments in support of the adoption of its newly-invented definition of "community," including: (1) SCTS's use of the explicit definition of "community" in Section 322A.16 allegedly fails to recognize the existence of the words "unless the context otherwise requires" in the definitional section, Section 322A.1\[2] (Appellee's Brief, p. 21); and (2) SCTS allegedly fails to recognize that despite the use of the term "community" in Section 322A.16, the 'relevant franchise

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[1] / The issue is not one of plausibility, as suggested by Peterbilt and the District Court; hence, the District Court's and Peterbilt's argument that their newly defined definition of "community" is 'plausible' (or the 'most plausible') deftly sidesteps the real issue: whether their contrived (even if plausible) definition should wholly supplant the explicit (also plausible) definition of community used in the statute.

[2] / Before addressing each of Peterbilt's sub-arguments seriatim, below, it is important to note the distinction between the following: (1) giving context to the word "that"; (2) giving context to the word "community"; and (3) giving context to the words "that community". There is no reason, as discussed below, to give 'context' to the word community, as it is explicitly defined in Section 322A1. And, there is nothing to be gained from providing context to "that community" that would provide any more insight or resolution than would be gained by giving some type of context or definition to the word "that" preceding the statutorily-defined term "community." Thus, the real question, assuming that there is a reason to do any -- never mind a full-blown -- statutory analysis is the meaning of the word "that", in its function as a noun-identifier to the word "community" in Section 322A.16. And, as shown above, the word "that" is easily shown to connect to the word community as used in Section 322A.4.

agreement'\[3] for that provision is not that of the protesting franchisee, but that of the additional dealer (Appellee's Brief p.22).

This decision on appeal depends upon how the Court answers the following questions, including: (1) does the word "that" in Section 322A.16 perform the same function as all of the other noun-identifiers of "community" in the IMVA, all of which use the definition of "community" in Section 322A.1 (which means that the explicit definition of the word community in Section 322A.1 should have been used in Section 322A.16 by the District Court); (2) does the word "that" in Section 322A.16 logically refer to the first provision of the statutory dyad for 'additional franchise' (Section 322A.4), which both parties and the District Court admit refers to the statutory definition of "community" in Section 322A.1 (and, again, which means that the explicit definition of the word "community" in Section 322A.1 should have been used by the District Court); and (3) does the word "that" in Section 322A.16 serve as a magical noun identifier that allows it to mysteriously transform the word adjacent to it ("community") into an infinitely malleable concept that automatically absorbs for definitional purposes a shrunken territorial area given by the franchisor to the 'additional franchisee' in an additional franchise case

[3] / This phrase, although used by Peterbilt, is not a phrase or term actually used by the IMVA.

under the IMVA (which means that the explicit definition of the word "community" in Section 322A.1 would be rejected in favor of the artificially crafted definition of community composed by the District Court).\[4]

Statutory Dyads of 'Standing' and 'Evaluation' in IMVA

Before examining the individual terms of 322A.16, it is important to acknowledge the overall rhythm of the IMVA. The IMVA governs essentially three types of franchisor or manufacturer conduct that could conceivably impact dealers or franchisees, including: terminate or refuse to continue a franchise (Section 322A.2); unreasonably alter a franchise (Section 322A.3A); establish an additional franchise (Section 322A.4)

Each type of franchisor conduct conceptually consists of two 'working' components including (1) a procedural 'standing component' (whereby the impacted franchisee is permitted to object or protest the particular action), and (2) an 'evaluation component' (setting forth the criteria to determine the lawfulness of the particular action). There is no dispute by Peterbilt that these statutory dyads exist, nor is there any

[4] / An "additional dealer" does not inherently involve its own community; an additional dealer in the franchisee's community could be granted in its franchise agreement merely an address, not a territory. In this case, the additional dealer would have 'no community' within which to evaluate any of the required prongs, and an analysis under Section 322A.16 would be impossible to carry out using Peterbilt's incorrect new definition.

dispute that these dyads are to be read together and consistently.

Further, an examination of these dyads shows that each particular dyad uses terminology common to both components of the specific dyad, including the word "community." These statutory dyads are clearly connected and, until this case, there has been no suggestion that they should not be read together. Here, of course, Peterbilt argues that the 'additional franchise' dyad (consisting of Sections 322A.4 and 322A.16) should not be read together, and that the word "'community' used in both means 'different things.'"

Peterbilt's argument, accepted by the District Court, fails to acknowledge the import of the linkage between these dyads, especially the dyad for "additional franchise" covered by Sections 322A.4 and 322A.16. These two provisions were meant to – and must – be read together. There has never been a suggestion that they should not be read as a unit. The District Court erred by refusing to define "community" in the correct context, as an adjunct to Section 322A.4.

Properly putting the word "that" (from Section 322A.16) in context in this case involves three simple steps including: (1) recognizing that Section 322A.4 is the analytical and temporal predecessor to Section 322A.16; (2) determining whether Section 322A.4 uses, embraces or refers to the term

"community" as explicitly defined in Section 322A.1; and, if so, (3) concluding that the word "that", used before the term "community" in Section 322A.16 refers to "that" community, which is "that" community set forth in Section 322A.4.

Neither the District Court nor Peterbilt has explained why any of the language itself in Sections 322A.4 or 322A.16 requires that the definition of "community" as used in the triggering provision of the IMVA (Section 322A.4) be jettisoned when used in the connected operating provision of the IMVA (Section 322A.16).\[5] In this regard, while Peterbilt and the District Court adopt a fallback position that they believe that the newly-devised definition of community for use with Section 322A.16 is "plausible," that conclusion is a far cry from the explicit statutory requirement in Section 322A.1 that any newly-devised definition be "required" by the context. In other words, even assuming, *arguendo*, that the definition of community concocted by Peterbilt and accepted by the District Court might in some way be "plausible" there is no serious argument that it is "required." (*See* Section 322A.1 permitted deviation from the statutory explicit provisions only 'if the context **requires**.')

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[5] / The District Court's and Peterbilt's search for the soul of Section 322A.16 results in a tenuous and uncertain analysis primarily because they refuse to follow the word "that" back to the initial component of the dyad – Section 322A.4.

Section 322A.4 addresses the situation where an existing dealer (whose community is defined by its franchise agreement per Section 322A.1) has its community threatened by the placement of an additional dealer 'in that franchisee's territory ("community")' by the franchisor. The entire raison d'etre of Section 322A.4 is to protect a dealer's existing community from being economically cannibalized by the franchisor. It is the franchisor's burden to show "good cause" for the additional dealership in the community encompassed by the protesting dealer's community.

The second component of this 'additional franchise' dyad is Section 322A.16 – the provision discussing "good cause" for an "additional franchise." An initial question is whether any of the language in Section 322A.16 guts the initial definition of 'community' as used in the on-ramp "standing" provision of Section 322A.4 (which relies on the explicit definition of Section 322A.1). The answer is no; that Section 322A.16 does not anywhere explicitly or implicitly suggest that a 'different definition' of community than that used in Section 322A.4 must be used in Section 322A.16. Neither Peterbilt nor the District Court provide a different answer.

The search for a new definition of "community" should therefore have ended at that point – not only was no instruction to reject the explicit definition of "community" ascertainable from the language of Section

322A.16, but none of the language 'required' that such a new definition be found. There is no need whatsoever to proceed beyond this inquiry. Whether this analysis is called plain meaning or statutory analysis is not determinative of how the question should be answered or the case decided.

In addition to the plain meaning of the two words ("that" and "community") and how they function in the 'additional franchise' dyad, the dictionary definition of the word "that" also supports SCTS's proffered meaning of "that community."\[6] The Cambridge Dictionary, English Grammar Today provides the following:

> *That* is a very common word in both writing and speaking. We use it as a determiner, a demonstrative pronoun and a relative pronoun. We also use it as a conjunction to introduce *that*-clauses.
>
> ***That*: determiner and pronoun**
>
> We use *that* most commonly to point to a thing or person. We use it with singular nouns. The thing or person is often distant from the speaker and sometimes closer to the listener, or not visible to either the speaker or listener:

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[6] / Another way of determining the meaning of "that community" without carrying out a full statutory analysis is to recognize that, contrary to the unsupported suggestion of Peterbilt, this particular statute (IMVA) in fact and indisputably uses noun identifiers with the word "community" with no independent, different meaning. In this regard, the word "community" is attached to five noun identifiers (a, the, the same, franchisee's, and that), and the only consistency as to meaning of the noun identifiers is that they never alter the meaning of the word "community" to which they are attached. In every instance, even those in which the noun identifiers are different, the word community refers to the exact same explicitly defined term "community" as set forth in Section 322A.1. attempts to sidestep the inherent foundational defect in its argument, to wit, that the different noun modifiers Incredibly Peterbilt in footnote 2 implicitly agrees that there is no legislative intent behind the different noun identifiers used with the word "community."

*Can you pass me **that** green bowl over there?* (determiner)

[pointing to one of a selection of different paint colours]

*I quite like **that** one.*

***That**'s Harold in the white shirt, isn't it?* (pronoun)

We also use *that* to refer back to a whole clause:

A: *We're having a few friends round for dinner. Would you like to come?*
B: ***That** sounds lovely. Why don't you come at around 8? **That**'ll give me time to get ready.*

A: *Can you tell Kat to hurry up? We've got to leave at 11.*
B: *I've already told her **that**.*

We use *that* to refer back to something that has already been spoken or written about:

*If he gets **that** job in London, he'll be able to visit us more often.*

Peterbilt argues that the definition of the word "that" does not definitively resolve the meaning of "that community" or "community" as used in Section 322A.16; although it fails to explain convincingly why a new definition of "community" is 'required' not just 'plausible,' it relies heavily on an incorrect assumption that there is only one statutory purpose of the IMVA – to lower prices to consumers. As shown above, this conclusion is transparently erroneous in that it refuses to recognize that the other primary goal of the IMVA is to remedy the effects on existing Iowa

franchisees/dealers from unfair franchisor conduct, such as opening an 'additional franchise' in an existing dealer's community as took place here.

There are two recognized purposes of the IMVA, including (1) protection of the dealer by banning unfair conduct by the franchisor;\[7] and (2) protection of motor vehicle customers. Although sometimes these goals are consistent, other times they are in conflict. The District Court failed to sufficiently credit the interests protected by the first goal above in essaying the new definition of "community."

The Language of Sections 322A.4 and 322A.16

Section 322A.16 states:

> In determining whether good cause has been established for entering into an additional franchise for the same line-make, the department of inspections and appeals shall take into consideration the existing circumstances, including, but not limited to:
>
> **1.** Amount of business transacted by other franchisees of the same line-make in that community.
>
> **2.** Investment necessarily made and obligations incurred by other franchisees of the same line-make, in that community, in the performance of their part of their franchises.
>
> **3.** Permanency of the investment.

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[7] / Section 322A.1:
10. "Substantially detrimental" means that, by a preponderance of the evidence, the market share of the franchiser's motor vehicles in the **community** will be significantly reduced in comparison to the franchiser's historical market share in the **community**

4. Effect on the retail motor vehicle business as a whole in that community.

5. Whether it is injurious to the public welfare for an additional franchise to be established.

6. Whether the franchisees of the same line-make in that community are providing adequate consumer care for the motor vehicles of the line-make which shall include the adequacy of motor vehicle service facilities, equipment, supply of parts and qualified service personnel.

Section 322A.4 states:

> No franchiser shall enter into any franchise for the purpose of establishing an additional motor vehicle dealership in any community in which the same line-make is then represented, unless the franchiser has first established in a hearing held under the provisions of this chapter that there is good cause for such additional motor vehicle dealership under such franchise, and that it is in the public interest.

When addressing the specific language of Section 322A.16 Peterbilt primarily, if not exclusively, argues directly about the phrase 'in that community' but only indirectly about the meaning of the words 'other franchisees.' Peterbilt argues that this phrase ('other franchisees') requires the Court to reject the explicit statutory definition of "community" and essay an entirely new definition of "community" for use only in Section 322A.16. (Appellee's Brief p.25).

Again, however, Peterbilt's interpretation of the statute is unreliable and imperfect. The thrust of the verbiage in Section 322A.16 regarding any franchise is exclusively limited to two phrases: initially, the section uses the term "additional franchise" in its first sentence, and thereafter, the

section uses the term "other franchisees." Under any plain and common sense meaning of this provision, 'other franchisees' means exactly what it says: "other franchisees" other than the franchisee just identified: the "additional franchisee." In contrast, Peterbilt urges that "additional franchisee" must be animated only by artificially devising and injecting a non-included franchise, to wit, "the protesting franchisee." Such a laborious and convoluted process of 'interpretation' cannot be one 'required' as demanded by Section 322A.1 ("unless the context otherwise requires").

Even a cursory review of Section 322A.16 shows that "other franchisees" is used with reference to "the additional franchise" not "the protesting franchisee"; as such, it clearly includes the resident dealer, as Peterbilt terms it. The benchmark for defining "other franchisees" is the explicitly identified "additional franchisee" – not Peterbilt's artificially manufactured term "protesting franchisee" that exists nowhere in Section 322A.16 (or even in the first component of the dyad, Section 322A.4). Thus, this alleged 'reason' for having to essay a new meaning of the term "community" solely for Section 322A.16 – alleged confusion regarding "other franchisees" -- does not exist, since the term "other franchisees" already obviously includes the protesting dealer, among any others. The

protesting dealer by the simple language of the statute falls under the term "other franchisees," which includes all franchisees in the community other than the 'additional dealer.'

Contrary to the feigned consternation that one allegedly faces in trying to apply the correct definition of "community" in the process of evaluation in Section 322A.16, in actuality, it is an easy process to apply the analytical criteria in Section 322A.16 using the Section 322A.1 definition of "community." In determining the "[a]mount of business transacted by other franchisees of the same line-make in that community," one identifies all franchisees [other than the "additional dealer" contemplated by this Section] and examines the business of each. In this case, the "additional dealer" is Allstate; accordingly, "other franchisees … in that community" includes SCTS, as Peterbilt presented no other evidence of other such franchisees. (This does not mean, however, if other franchisees had overlapping territory with SCTS's community, their business would not be included; indeed, it would). This is consistent with the goal of the IMVA to try to limit the inequities in the system caused by franchisor conduct, a goal which was ignored by Peterbilt. Peterbilt's argument that, if community is not newly-defined the Section 322A.16 analysis fails to recognize the potential impact of the proposed additional

franchise on the market intentionally skips over the other prongs in Section 322A.16 that directly address this matter, to wit: Section 322A.16(5) (whether it is injurious to the public welfare for an additional franchise to be established) and Section 322A.16(6) (whether the franchisees in the community are providing adequate care…). Anticipated lower prices, which Peterbilt disingenuously argues could not be considered without changing the definition of community in Section 322A.16, are easily factored into the mini-analyses of Sections 322A.16(4), (5), and (6).

Last, the legislature in other parts of the IMVA showed that it knew how to identify and establish as a benchmark smaller areas or subareas of "communities" when it wanted to. For instance, in Section 322A.1(11), the statute defines "termination of noncontinuance" as "including a reduction of the geographic area of a community." If the Legislature had so intended the community in Section 322A.16 to refer to a smaller sub-area of the community, it could have used a similar description to reduce the scope of community, or simply included the words "community of the additional dealer." The Legislature did neither, and it is improper to torture the language of Section 322A.16 by doing so.

Use of the Word "Community" in the IMVA By Section

Use of the word "community" in other sections of the IMVA shows

that the term "that community" in Section 322A.16 should reflect the explicit definition of "community" in Section 322A.1.

Terminations (Terminate or Not Continue)

Section 322A.2 is the first half of the statutory dyad for terminating or refusing to continue a franchise; this provision uses two different noun modifiers for "community" even though there is no question that this section refers explicitly to "community" as defined in Section 322A.1. So, whereas the language of Section 322A.2 includes two different phrases including community -- "in the same community" and "the community" -- and even though these are comprised of different noun modifiers, they nevertheless refer only to one definition of "community" -- the explicit definition in Section 322A.1.

The tandem provision, the operational second half of the termination concept in the IMVA, Section 322A.15, does not in any way mention the word "community." Yet it is clear that the parameter of analysis is "the community" or, more specifically, the protesting franchisee, who operates in the community (e.g., amount of business transacted "by the franchisee"). Interestingly, the legislature could have said "by the franchisee" in the section in dispute in this case (Section 322A.16), or it could have said "by the potential franchisee." Instead, it chose to identify

the "additional franchisee" and then, in contrast to that concept, focus on franchisees 'other than' the additional franchisee – exactly what the statute in plain language states, and exactly what SCTS has been arguing.

Alterations (Alteration of Franchise)

Section 322A.3A is somewhat unique in that it combines in one provision the enabling and the operations of a protest for an alteration of territory. Interestingly, the provision uses two entirely different phraseologies, including the word "community," even though it is beyond peradventure that the explicit definition of Section 322A.1 applies to both. In this regard, even though Section 322A.3A concerns the community as defined under Section 322A.1, it nevertheless uses two completely different terms: "the franchisee's community" and "a franchisee's community" interchangeably. Indisputably, both of these 'terms' are equivalent and refer to "community" as set forth in Section 322A.4. However, under the District Court's and Peterbilt's framework of statutory construction, wherever a 'different modifier' appears before a defined term (e.g., "a", "the", "that", "franchisee's"), it must be interpreted in a way that differs from the combined term. While that principle might be a good analytical tool in many situations, it is not a mandatory rule, especially in instances such as this, where the noun-modifiers to the same exact noun

were used with no independent substantive meaning.

Conditions Barring Change in Franchise

Section 322A.11 performs a dual duty in that it applies to two of the three general qualifying circumstances allowing a protest under the IMVA – it addresses (1) termination or noncontinuation of a franchise, and (2) the establishment of an additional dealership. This lengthy and detailed provision uses the word "community" four times, including three permutations ("in a community," "in the community," and "within the dealership's community."). However, all three permutations refer to only one definition of "community," which is set forth in Section 322A.1

Definitions Section 322A.1

The definitional section of the IMVA is comprised of 11 definitions, one of which is "community", and uses the word "community" five times with two permutations ("a community" and "in the community"). Each time the word is used it refers to the explicit definition of "community" in Section 322A.1.

Directions for Holding Hearings for Franchisee/Dealer Protests Section 322A.7

Section 322A.7 further validates SCTS's argument that "community" should be defined by the parameters of Section 322A.1 in that it uses three

permutations including the word ("a franchisee's community"; "in the community"; and "surrounding the affected community"), but in each case, it is clear that the community referred to is the "community" as defined in 322A.1.

Section 322A.3, the precursor tandem or dyad provision for termination, uses only the term "the community" three times with no variation. There is no question that the definition is as set forth in Section 322A.1.

Beyond Specific Provision Analysis for Word "Community" – Section 322A.7

The relatively creative and animated noun modifiers set forth in Section 322A.7 show that the legislature knew exactly how to distinguish "community" from its use in Section 322A.1; here, for instance, the legislature identified "all franchisees located in Iowa surrounding the affected community." This is exactly the type of description that the legislature knew how to craft if it had wanted the "community" in Section 322A.16 to refer to "all other franchisees located in the new community covered by the additional franchisee."

As is obvious, the legislature chose not to do this in Section 322A.16, even though the language in Section 322A.7 shows that it knew exactly how

to essay and include such descriptive language. It is unsupportable and wrong to attribute to the legislature an intent to gut the definition of community (as set forth in Section 322A.1) and substitute it with Peterbilt's defective definition to refer to a smaller component of the explicitly defined community.

CONCLUSION

The defect with Peterbilt's argument is that a contextual analysis of the word "that" is not the same as a contextual analysis of "that community;" the former involves a very simple noun identifier 'reference' analysis (e.g., does the word "that" refer to the community as discussed in Section 322A.4, the prior related section of Section 322A.16, for instance), while the latter involves an inquiry into the realm of policymaking, politics, and economics (e.g., does the word "community" not mean what the statute says it does based on the possibility that somebody might allegedly interpret the community to be that of the additional franchisee rather than the objecting franchisee?).

Further, if there is no legislative intent behind the use of different noun identifiers for the word "community" (as shown above), there are two alternative and consistent conclusions: (1) the word community in Section 322A.16 means "community" as explicitly defined in Section

322A.4; or (2) the word "that" used with the word "community" in Section 322A.16 refers to Section 322A.4, which the District Court and Peterbilt agree encompasses the definition of community in Section 322A.1. Either conclusion requires a reversal of the District Court's decision.

Accordingly, because the District Court's Decision regarding application of the factors adopted the ALJ's erroneous rulings, and since the District Court and ALJ failed to use the correct community in evaluating Section 322A.16's additional guidelines, the Decision should be reversed.

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:

[x] this brief has been prepared in a proportionally spaced typeface using Times New Roman in 14 point font size and contains 4,645 words, excluding the parts of the brief exempted by Iowa R. App. P. 6.903(1)(g)(1)

/s/ Anthony P. Lamb October 20, 2020

CERTIFICATE OF SERVICE

I, Anthony P. Lamb, hereby certify that on the 20th day of October, 2020, I served Appellant's 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 Doohen-doohen@whitfieldlaw.com
Whitfield & Eddy, PLC
699 Walnut Street, Suite 2000
Des Moines, IA 50309

Mark Clouatre- mark.clouatre@nelsonmullins.com
John P. Streelman- john.streelman@nelsonmullins.com
1400 Wewatta Street, Ste. 500
Denver, CO 80202

Michelle E. Rabe- michelle.rabe@iowadot.us
Iowa Department of Transportation
General Counsel Division
800 Lincoln Way
Ames, IA 50010

Wesley T. Graham- wtgraham@duncangreenlaw.com
400 Locust Street, Suite 380
Des Moines, IA 50309

John N. Bisanz, Jr.- jbisanz@hensonefron.com
220 South Sixth Street, Ste. 1800
Minneapolis, MN 55402-4503

/s/ Anthony P. Lamb

CERTIFICATE OF FILING

I, Anthony P. Lamb, further certify that I filed Appellant's Reply Brief via EDMS on the 20th day of October, 2020.

/s/ Anthony P. Lamb

CERTIFICATE OF COST

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