IN THE SUPREME COURT OF IOWA

NO. 22-1865

COUNTY BANK,
Plaintiff-Appellee,
vs.
CLINTON ALLAN SHALLA and MICHELLE LYNN SHALLA,
Defendants-Appellants.

CLINTON ALLAN SHALLA and MICHELLE LYNN SHALLA,
Counterclaim Plaintiffs-Appellants,
vs.
COUNTY BANK,
Counterclaim Defendant-Appellee,

CLINTON ALLAN SHALLA and MICHELLE LYNN SHALLA,
Third Party Plaintiffs-Appellants,
vs.
CHRIS GOERDT and PEOPLES TRUST AND SAVINGS BANK,
Third-Party Defendants-Appellees.

Appeal from the Iowa District Court for Washington County
The Honorable Michael Schilling and Shawn Showers, District Court Judges

THIRD-PARTY DEFENDANT-APPELLEE'S RESISTANCE TO APPELLANTS' APPLICATION FOR FURTHER REVIEW COURT OF APPEALS DECISION FILED JUNE 19, 2024

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TABLE OF CONTENTS

TABLE OF AUTHORITIES 4

RESISTANCE TO APPLICATION FOR FURTHER REVIEW 6

I. NO GROUNDS EXIST UNDER RULE 6.1103 TO GRANT FURTHER REVIEW 7

II. THE COURT OF APPEALS PROPERLY AFFIRMED THE DISTRICT COURT'S RULING THAT IOWA CODE SECTION 535.17 BARS SHALLAS' TORT CLAIMS BASED ON AN ALLEGED ORAL PROMISE 8

A. The Plain Language of Section 535.17 Makes Clear Iowa's Credit Agreement Statute of Frauds Bars Shallas' Negligence and Fraudulent Misrepresentation Claims 11

B. The Dissenting Opinion Does Not Change the Conclusion that Section 535.17 Bars the Shallas' Tort Claims 14

C. The Legislative History Does Not Offer Support to the Shallas' Claims 16

D. Even if Section 535.17 Could Arguably Apply to the Shallas' Tort Claims, the Shallas' Claims Still Fail as a Matter of Law Because There Are No Genuine Issues of Material Fact 18

III. THE COURT OF APPEALS PROPERLY FOUND THE DISTRICT COURT DID NOT ERR IN DENYING SHALLAS' REQUEST TO CONDUCT ADDITIONAL DISCOVERY 20

IV. THE COURT OF APPEALS PROPERLY APPLIED THE PRINCIPLES OF VICARIOUS LIABILITY 22

CONCLUSION 24

CERTIFICATE OF COMPLIANCE WITH I.R.A.P. 6.903(1)(G)(4) 26

CERTIFICATE OF FILING AND SERVICE 27

Table of Authorities

Cases

Chamberlain, L.L.C. v. City of Ames,
757 N.W.2d 644 (Iowa 2008) 24
Clinton National Bank v. Saucier,
580 N.W.2d 717 (Iowa 1998) 10, 12, 13, 16
Est. of Butterfield by Butterfield v. Chautauqua Guest Home, Inc.,
987 N.W.2d 834 (Iowa 2023) 16
Fees v. Mut. Fire & Auto. Ins. Co.,
490 N.W.2d 55 (Iowa 1992) 19
Geiger v. Peoples Trust and Savings Bank,
940 N.W.2d 46 (Table), No. 18-1428, 2019 WL 4678179
(Iowa Ct. App. Sept. 25, 2019) 6, 8, 9, 10, 12, 13, 14, 16, 18
Hill v. McCartney,
590 N.W.2d 52 (Iowa Ct. App. 1998) 20
In re J.C.,
857 N.W.2d 495 (Iowa 2014) 12, 14
Jones v. University of Iowa,
836 N.W.2d 127 (Iowa 2013) 21
Mika v. Cent. Bank of Kansas City,
112 S.W.3d 82 (Mo. Ct. App. 2003) 15, 16
Olson v. Nieman's, Ltd.,
579 N.W.2d 299 (Iowa 1998) 21
State v. Fisher,
785 N.W.2d 698 (Iowa 2010) 14
Sullivan v. Chicago & Northwestern Transp. Co.,
326 N.W.2d 320 (Iowa 1982) 21

Statutes

Iowa Code Section 535.17 ..... passim
Iowa Code Section 535.17(1) 11
Iowa Code Section 535.17(5)(b) 9, 12
Iowa Code Section 535.17(6) 10, 12, 13, 15, 16
Iowa Code Section 535.17(7) 13

Rules

Iowa Rule of Appellate Procedure 6.1103 ..... 3, 7, 8
Iowa Rule of Appellate Procedure 6.1103(b)(2) 7
Iowa Rule of Civil Procedure 1.517(2)(b)(2)-(4) 21
Iowa Rule of Civil Procedure 1.602(2) 21
Iowa Rule of Civil Procedure 1.602(5) 21

PEOPLES' RESISTANCE TO APPLICATION FOR FURTHER REVIEW

On June 19, 2024, following oral argument, the Iowa Court of Appeals issued its opinion affirming the District Court's rulings in this matter ("Opinion"). The Court of Appeals correctly upheld the District Court's summary judgment rulings barring the tort claims of Appellants, Clinton Shalla and Michelle Shalla (hereinafter collectively referred to as "Shallas" and Clinton Shalla hereinafter referred to individually as "Shalla"), against Appellee Peoples Trust and Savings Bank ("Peoples") under Iowa Code Section 535.17, Iowa's Credit Agreement Statute of Frauds. Because the Shallas based their claims of negligence and fraudulent misrepresentation on alleged oral promises by bank president Appellee Christopher Goerdt ("Goerdt") to help the Shallas secure financing, the Court of Appeals correctly held that such oral promises are unenforceable under Section 535.17 following its earlier decision in *Geiger v. Peoples Trust and Savings Bank*, 940 N.W.2d 46 (Table), No. 18-1428, 2019 WL 4678179 (Iowa Ct. of App. Sept. 25, 2019), which reached the same conclusion under nearly identical circumstances.

The Court of Appeals also correctly held the District Court did not abuse its discretion when it denied the Shallas' request to extend discovery deadlines and properly applied the principles of vicarious liability in granting

a directed verdict for County Bank. *(Opinion, pp. 11-16).* Undeterred by the thorough, well-reasoned Court of Appeals' Opinion finding against the Shallas on each and every one of their appeal points, the Shallas filed an Application for Further Review ("Application"). For the reasons set forth herein, further review of the Court of Appeals' affirmation of the District Court's rulings is not warranted. The Iowa Supreme Court should deny the Shallas' Application.

I. NO GROUNDS EXIST UNDER RULE 6.1103 TO GRANT FURTHER REVIEW.

The Shallas' Application should be denied without further consideration as this matter does not meet the high threshold for further review imposed by Rule 6.1103. Shallas cite to Rule 6.1103(b)(2)—requiring a showing of "a substantial question of constitutional law or an important question of law that has not been, but should be, settled by the supreme court"—as their basis to see further review. *(Application, p. 7).* There is no important question to be settled in this matter. The plain meaning of Iowa's Credit Agreement Statute of Frauds, including its application to any alleged lender's promises relating to securing financing and its applicability to this action leave nothing requiring this Court to review.

This case simply presents none of the characteristics this Court looks for when exercising its judicial discretion to consider the merits of a dispute.

This was evident to this Court in the initial briefing stage, as the Court denied the Shallas' request for it to retain the appeal, notwithstanding the Shallas' assertions that the matter raises "a substantial issue concerning whether Iowa Code § 535.17 Credit Agreement Statute of Frauds is limited to contract claims, or also applies to tort claims." *(Shallas' Amended Final Proof Brief, pp. 16-17).* Nothing about the Court of Appeal's Opinion, which is consistent with the previously decided *Geiger* opinion, changes this analysis.

For the Shallas' other appeal points in their Application, the Shallas do not cite to any bases under Rule 6.1103 to support further review, and none exist. The mere fact the Shallas are disappointed they received an unfavorable opinion from the Court of Appeals does not create a basis for further review. Because the requirements for further review are not met here, the Shallas' Application should be denied without any additional consideration by this Court.

II. THE COURT OF APPEALS PROPERLY AFFIRMED THE DISTRICT COURT'S RULING THAT IOWA CODE SECTION 535.17 BARS SHALLAS' TORT CLAIMS BASED ON AN ALLEGED ORAL PROMISE.

The Shallas' argument that Iowa Code Section 535.17, Iowa's Credit Agreement Statute of Frauds, does not apply to tort claims has been squarely rejected twice by the Court of Appeals—in the present action and in the Court of Appeals' earlier decision, *Geiger*. Here, the Court of Appeals correctly

held, consistent with *Geiger*, that Iowa Code Section 535.17 bars tort claims arising from an oral promise or set of oral promises to make a loan. *(Opinion, pp. 10-11).* The Court of Appeals held "[t]his court in *Geiger* considered the language in section 535.17 and persuasive authority from other jurisdictions with similar statutes, and determined that plaintiffs 'cannot raise in tort what they cannot prove in contract: the existence of an enforceable contract.'" *(Opinion, pp. 9-10)* (quoting 2019 WL 4678179, at *6).

The Court of Appeals relied upon the unique statutory definition of "contract" contained in Section 535.17, which broadly defines a contract to include "a promise or set of promises the breach of which the law would give a remedy or the performance of which the law would recognize a duty. . . ." *(Opinion, p. 8)* (quoting Iowa Code Section 535.17(5)(b)). This unique statutory definition for contract is broad enough to include not only contract actions, but also includes tort actions consisting of a promise or promises. The Court of Appeals specifically held:

> There is no dispute the agreement at issue was not in writing. The Shallas allege Goerdt orally promised to secure financing for the buyback option. A credit agreement is a contract to lend money, and Goerdt's promise to secure financing fits within that definition. The Shallas allege Goerdt and Peoples Trust broke a promise to lend them money. They request damages resulting from this broken promise. Thus, they are seeking to enforce 'a promise for the breach of which the law would give a remedy.' *See* [*Geiger v. Peoples Trust*, 2019 WL 4678179, at *6] (quoting Iowa Code Section 535.17). The Shallas seek a remedy for the

> breach of their oral contract, and they assert claims of negligence and fraudulent misrepresentation. These claims depend on the existence of the oral contract.
>
> The Shallas claim Goerdt and Peoples Trust fraudulently induced them to enter the oral agreement, and they also claim Goerdt and Peoples Trust were negligent in effectuating that agreement. Both claims rely on the existence of the promise. Peoples Bank and Goerdt argue this case "is Geiger 2.0" and because the issue is the same as in *Geiger,*[2] the resolution must also be the same. *See [Geiger]* at *6. Taken in totality, section 535.17 demands a broad application that allows the enforcement of only written credit agreements, both in tort and in contract, and the Shallas, without a writing, cannot show that there was ever a credit agreement for Goerdt and Peoples Trust to breach. *See id.* at *5-6; Iowa Code § 535.17(6), (7); *Saucier,* 580 N.W.2d at 722. The district court did not err by granting summary judgment and a directed verdict on this issue.
>
> *(Opinion, p.* 10).

Shallas' claims for negligence and fraudulent misrepresentation based on Goerdt's alleged oral promise to "take care of" financing unquestionably fit within Section 535.17's unique statutory definition of contract. While the Shallas allege numerous facts in their Application, the relevant factual allegations in this case are quite narrow and simple. Clinton Shalla claims Goerdt orally promised to secure financing to buy back his farm, and, as part of that promise, exercise Shalla's buyback option to repurchase his farm. *(Opinion, p. 7).* It is undisputed Goerdt's alleged promise was not in writing. *(Opinion, p. 10).* When Shalla missed his option deadline, the Shallas blamed Goerdt for not exercising the option by the deadline. *(Opinion, pp. 3-4).*

As further discussed below, the Court of Appeals' Opinion is supported by the plain language of Section 535.17 and the dissenting opinion does not change this conclusion. Since the statutory language is plain and unambiguous, the Court of Appeals correctly determined that it was not necessary to look at the legislative history of the statute. Even if it did so, there is nothing in that history to suggest a different outcome. Finally, even if Section 535.17 would have been found inapplicable here, the Shallas' claims would still have failed as a matter of law because there are no facts in the record to support their causes of action related to the buyback of their farm.

A. The Plain Language of Section 535.17 Makes Clear Iowa's Credit Agreement Statute of Frauds Bars Shallas' Negligence and Fraudulent Misrepresentation Claims.

The Court of Appeals held the language of Section 535.17 was plain and not ambiguous in regarding to its applicability to tort claims in connection with a promise to loan money. Iowa's Credit Agreement Statute of Frauds, states as follows:

> A credit agreement is not enforceable in contract law by way of action or defense by any party unless a writing exists which contains all of the material terms of the agreement and is signed by the party against whom enforcement is sought.

Id. at § 535.17(1).

In support of the Opinion, Section 535.17 contains a number of broad definitions and other broad language that demand the statute be read broadly

to include not only contract claims, but also tort claims related to a promise to loan money, including material terms relating to that promise. Section 535.17(5)(b) defines "contract" to include:

> "Contract" means a promise or set of promises for the breach of which the law would give a remedy or the performance of which the law would recognize a duty, and includes promissory obligations based on instruments and similar documents or on the contract doctrine of promissory estoppel.

Id. at § 535.17(5)(b) (emphasis added). The definition of "contract" confirms any "promise or set of promises" to extend credit, the breach of which gives rise to a claim under the requirements of 535.17, and is broad enough to encompass tort claims of fraudulent misrepresentation and negligence based on such promises.

As the Court of Appeals noted in its Opinion, "Section 535.17 also instructs that it 'shall be interpreted and applied purposively" and "requires a broad application to meet its requirements under 535.17(6)." *(Opinion, pp. 9-10)* (quoting *Geiger*, 2019 WL 4678179, at *6, and *In re J.C.,* 857 N.W.2d 495, 500 (Iowa 2014) (quoting Iowa Code Section 535.17(b)). In *Clinton National Bank v. Saucier,* the Iowa Supreme Court has previously addressed the broad application of Section 535.17:

> Iowa Code Section 535.17(b) controls over any ambiguity in the provisions of section 535.17 and clearly requires that any alleged credit agreements must be in writing to be enforceable 'to ensure that contract actions and defenses on credit agreements are

> supported by clear and certain written proof of the terms of such agreements to protect against fraud and to enhance the clear and predictable understanding of rights and duties under credit agreements."

(Opinion, pp. 8) (quoting *Clinton Nat. Bank v. Saucier*, 580 N.W.2d 717, 722 (Iowa 1998) (quoting Iowa Code § 535.17(6)). In addition to Section 535.17(6), Section 535.17(7) further states, "[t]his section entirely displaces principles of common law and equity that would make or recognize exceptions to or otherwise limit or dilute the force and effect of its provisions . . . ." While the Iowa Supreme Court in *Saucier* did not directly address whether tort claims are covered under Section 535.17, the Supreme Court made clear in its decision that Section 535.17 is intended to be applied broadly, which is consistent with the reading of the statute by the Court of Appeals in this action and in *Geiger*. By including Sections 535.17(6) and (7), the legislature made clear there could be no misunderstanding the statute's broad application.

The Shallas seek to overturn the well-reasoned, established legal principles previously decided by the Court of Appeals in *Geiger*, even though the Shallas' factual allegations in this case are far less favorable than those in *Geiger*. In *Geiger,* there was at least a verbal agreement at issue. Here, there is not even an alleged agreement, only a vague alleged statement by Goerdt that he would "take care of" financing for the buy back, which Goerdt

provided through County Bank. At best, the Shallas' claims clearly arise from an alleged oral promise to refinance a loan, including exercising the option. The alleged oral promises Shallas' claims are based on falls squarely within Section 535.17, and are barred.

B. The Dissenting Opinion Does Not Change the Conclusion that Section 535.17 Bars the Shallas' Tort Claims.

The Shallas focus their argument on the statutory phrase "in contract law" to incorrectly argue this phrase narrowly limits the scope of the causes of action to contract claims. Shallas cite to the dissenting opinion to support their argument that "[t]he statute's phrase 'in contract law' should cause a full stop." *(Application, p. 17).* However, unlike the majority opinion of the Court of Appeals here and the *Geig*er opinion, the dissent ignores that the statute itself uniquely defines contract, as well as other key terms, to expand the definition of contract to go well beyond the traditional notions of what we typically consider a contract. By ignoring the statute's own definitions, the dissent disregards the well-established rule specifically recited by the majority opinion that "[w]hen the legislature has defined words in a statute—that is, when the legislature has opted to 'act as its own lexicographer'—those definitions bind us." *(Opinion, pp. 8)* (quoting *In re J.C.,* 857 N.W.2d 495, 500 (Iowa 2014) (quoting *State v. Fisher*, 785 N.W.2d 698, 702 (Iowa 2010)). The dissent seeks to improperly inject its own traditional definition of contract

into the statute, even though that definition is contrary to the statute's express language.

The dissent also misapplies the directive in Section 535.17(6) that it be construed "to protect against fraud." *(Dissenting Opinion, p. 20).* This directive, as well as the clear overarching purpose of the statute, clearly is intended to protect a bank against fraud perpetuated by debtors who may claim their lender had verbal discussions within them in connection with a loan agreement. Nothing about this statutory language supports the dissent's argument that the statue does not affect tort actions.

The dissent also puts misplaced focus on *Mika v. Cent. Bank of Kansas City*, 112 S.W.3d 82 (Mo. Ct. App. 2003). *(Dissenting Opinion, pp. 21-22)*. In *Mika*, the basis for the court's decision was that because fraud is a recognized common law exception to Missouri's general statute of frauds, this exception should also apply to Missouri's credit agreement statute of frauds. Missouri's credit agreement statute does not include the same unique, broad statutory definition of "contract" to include any promises relating to a loan that the Iowa law includes. More significantly, the Missouri statute does not include the express language in Iowa's statute that the statute applies "purposively" and "entirely displaces" common law – including any common law exceptions to the general statute of frauds (see Iowa Code Section

535.17(6) & (7)). *Mika* is clearly distinguishable and its holding unpersuasive in the present action.

The dissent makes an argument that if the legislature wants to include tort claims in Section 535.17, it could enact an amendment adding them. (*Dissenting Opinion, p. 22).* The dissent ignores that this Court made clear over 25 years ago in *Saucier* that Section 535.17 has broad application, and, consistent with this, more than four years ago, the Court of Appeals in *Geiger* specifically determined Section 535.17 is broad enough to apply to tort claims based on a promise to make a loan. *Saucier*, 580 N.W.2d 717, 722; *Geiger*, 940 N.W.2d 46. The legislature has not limited or changed the language of Section 535.17 to suggest these opinions were wrongly decided, supporting the conclusion that these both *Saucier* and *Geiger* were correctly decided.

C. The Legislative History Does Not Offer Support to the Shallas' Claims.

The Court of Appeals did not find it necessary to examine the legislative history—which offers no guidance in any event—given that the language of the statute is clear. *(Opinion, pp. 9-10).* When a statute's language is plain and its meaning clear, as the Court of Appeals held regarding Section 535.17, courts do not look beyond the statute's express terms. *(Opinion, p. 8)* (citing *Est. of Butterfield by Butterfield v. Chautauqua Guest Home, Inc.*, 987 N.W.2d 834, 838 (Iowa 2023)). Given that there is no ambiguity here, there

is no need to look at the legislative history as the Shallas argue should be done. However, even if the Court were to look at the legislative history, it contains nothing new to add to the analysis.

The Shallas incorrectly claim that the initial draft bill, House File 677, was broader than the final bill passed, Senate File 5253, and that the final bill limited its applicability to contract law because it contains the phrase "in contract law." Contrary to the Shallas' argument, House File 677 was a vague, cursory bill with little detail concerning the types of claims to which it would or would not apply. There is very little, if anything, to glean from the language in House File 677. Instead of amending House File 677, the legislature entirely disregarded it and completely rewrote the credit agreement statute in the final bill, Senate File 5253, which is now Section 535.17. The senate file that was passed into law is three times as long as the original house file draft and redefines "credit agreement" and "contract" and adds a number of other broad definitions and explanatory statutory language. Arguably, the final senate file passed into law actually could be read to apply more broadly than the original house file draft, which limited its application to "actions on a credit agreement" and did not uniquely define "credit agreement" and "contract." Since House File 677 contained limited language and was entirely re-written in the final version, no logical inferences can be drawn concerning the

legislature's intent to apply the statute to tort claims based on promises to make a loan.

When confronted with the same legislative history argument presented by the plaintiffs in *Geiger*, this Court declined to grant further review, an indication that the legislative history does not support the narrow interpretation of Section 535.17 presented by the Shallas. The Shallas argue Peoples' argument somehow fails because the grant of further review is discretionary. *(Application p. 18).* Shallas miss the point. The very fact that the Supreme Court's decision was discretionary is what makes the denial significant. When previously confronted with nearly identical arguments in *Geiger*, the Supreme Court had discretion whether to take the matter up for further review and elected not to do so. The Supreme Court's decision not to review the *Geiger* opinion demonstrates the Iowa Supreme Court was satisfied with the Court of Appeals' decision in *Geiger*. There is nothing new in this record to suggest further review would be warranted now.

D. Even if Section 535.17 Could Arguably Apply to the Shallas' Tort Claims, the Shallas' Claims Still Fail as a Matter of Law Because There Are No Genuine Issues of Material Fact.

Even if Section 535.17 arguably could apply to tort claims, as argued by the Shallas, the Shallas' claims still fail as a matter of law because the Shallas do not have any factual basis to support their tort claims. *Geiger*, 940

N.W.2d 46, at *2 (citing *Fees v. Mut. Fire & Auto. Ins. Co.*, 490 N.W.2d 55, 57 (Iowa 1992)) (holding when there are no genuine issues as to any material fact, then a moving party is entitled to judgment as a matter of law). As discussed above, the Shallas' negligence and fraudulent misrepresentation claims against Peoples relate to alleged oral promises by Goerdt to secure financing and exercise an option to buy back the Shallas' farm. The alleged promises are vague and unsupported by the record because the Shallas, themselves, concede they did not even have a verbal agreement with Goerdt to exercise the option, much less a written agreement. *(App. 298-300, 321).* The Shallas concede they never discussed Shalla's option deadline with Goerdt before the option deadline—an option that always belonged to Shalla, individually, and could only be exercised by Shalla and no one else. The Shallas' admissions are dispositive.

The Shallas also vaguely claim Goerdt failed to advise them to seek legal advice after the option deadline passed, although the Shallas concede they could have sought legal advice but chose not to do so and otherwise have not introduced any evidence in this case that doing so would have resulted in a different outcome. *(App. 303-305).* There are no facts in the record upon which the Shallas could prevail on their claims of intentional or negligent wrongdoing by Peoples in connection with the buyback of their farm. The lack

of any genuine issue of material fact in this case further supports the Supreme Court's denial of the Shallas' Application. The Supreme Court should deny the Shallas' request for further review.

III. THE COURT OF APPEALS PROPERLY FOUND THE DISTRICT COURT DID NOT ERR IN DENYING SHALLAS' REQUEST TO CONDUCT ADDITIONAL DISCOVERY.

The Court of Appeals unanimously held that the District Court did not abuse its discretion when it denied the Shallas' request to reset pretrial discovery deadlines after the pretrial deadlines had been closed for nearly two years. *(Opinion, pp. 11-12).* "[T]he exercise of [a district court's] discretion will not be disturbed unless it was exercised on clearly untenable grounds or to an extent clearly unreasonable." *(Opinion, p. 11)* (quoting *Hill v. McCartney*, 590 N.W.2d 52, 54 (Iowa Ct. App. 1998)). As correctly recited in the Opinion, "[t]he Shallas did not request that the discovery deadlines be altered, and they waited until two years after those deadlines had passed to bring the issue before the court." *(Opinion, p. 12).* Based on this, the Court of Appeals found, "[c]onsidering it had been two years since the deadline passed, there was ample opportunity for the Shallas to conduct discovery" and "[a]s such we cannot say the court's decision to deny an extension of the discovery deadlines was 'clearly unreasonable' or based on 'clearly untenable grounds.'" *(Opinion, p. 12)* (quoting *McCartney*, 590 N.W.2d at 54).

Shallas' Application fails to recognize that the Iowa Supreme Court gives district courts "wide latitude" in making decisions regarding discovery. *Jones v. University of Iowa*, 836 N.W.2d 127, 139 (Iowa 2013); *Olson v. Nieman's, Ltd.,* 579 N.W.2d 299, 305 (Iowa 1998); *Sullivan v. Chicago & Northwestern Transp. Co.*, 326 N.W.2d 320, 324 (Iowa 1982). Under Iowa Rule of Civil Procedure 1.602(2), the District Court had the power to impose scheduling orders that set the time limits for pretrial deadlines in the case. *Id.* If a party (such as the Shallas) fails to obey that scheduling order, "the court, upon motion or its own initiative, may make such orders with regard thereto as are just, and among others any of the orders provided in rule 1.517(2)(b)(2)-(4)." Iowa R. Civ. P. 1.602(5). In their appeal, Shallas incorrectly allege there was some stipulation by the parties to extend discovery. While Peoples made an earlier scheduling change request in the case, Peoples did so under entirely different circumstances, and Shallas' argument on this issue was raised and appropriately rejected by the District Court. *(Opinion, pp. 11-12).*

Shallas clearly have failed to meet the high standard of abuse of discretion. The mere fact that the Shallas received an unfavorable outcome does not create a basis for them to now seek further review on this issue, and the Court should deny the Shallas' Application.

IV. THE COURT OF APPEALS PROPERLY APPLIED THE PRINCIPLES OF VICARIOUS LIABILITY.

The Court of Appeals unanimously upheld the District Court's directed verdict ruling that County Bank was not vicariously liable for Goerdt's alleged actions. The Shallas argue that, if this case is remanded, the District Court should determine whether County Bank and Peoples are liable for Goerdt's alleged conversion of funds under the theory of vicarious liability. *(Application, pp. 21-22).* With respect to at least Peoples, the Shallas' position in their Application was not preserved and goes beyond the requested relief sought on appeal, with even the Shallas admitting in their Application that they limited their appeal to the vicarious liability issue as it relates to County Bank. *(Application, pp. 20-21).*

By way of background, after the Shallas' Section 535.17 negligence and fraudulent misrepresentation claims against Peoples were dismissed as part of summary judgment proceedings (discussed above), the Shallas' remaining claims against Peoples related to alleged conversion of funds by Goerdt and Goerdt's alleged fraudulent misrepresentations in connection with that conduct. The remaining claims against Peoples were severed in advance of trial, per agreement by the parties. *(Opinion, p. 6; App. 777-778).* During trial, which Peoples did not participate in because it was a severed party, the District Court granted County Bank's directed verdict, specifically finding

County Bank was not vicariously liable for Goerdt' actions, and, as a result, dismissed the Shallas' Counterclaim Count I (fraudulent misrepresentation and nondisclosure) and Count II (conversion) against County Bank. (*App. 813; see also App. 160-162*).

Following trial, Peoples filed a post-trial motion to enforce the joint stipulation between Peoples and the Shallas based on the jury verdict and directed verdict entered in favor of County Bank ("Peoples' Motion to Enforce"). *(App. 773-776, 777-779, 823-830, 831-833)*. One of the bases specifically raised by Peoples in its Motion to Enforce was that, for the same reasons the District Court granted a directed verdict to County Bank, the Shallas also were barred from seeking vicarious liability against Peoples predicated on the same grounds as the claims against County Bank. *(App. 827-828)*. The Shallas never filed a resistance and never otherwise objected to Peoples' Motion to Enforce. In response, the District Court entered an order granting Peoples' Motion to Enforce in its entirety and dismissed all remaining claims of fraudulent misrepresentation and conversion against Peoples. *(App. 831-832).* The Shallas did not appeal the District Court's ruling.

Contrary to the claims in the Shallas' Application, there is no basis for the Supreme Court to consider this issue on further view with respect to

Peoples, because the Shallas never objected to or appealed the District Court's Order. The Shallas' attempt to raise a new argument against Peoples at this late stage, upon application for further review, is improper. *Chamberlain, L.L.C. v. City of Ames*, 757 N.W.2d 644, 648 (Iowa 2008) (holding when presented with an application for further review, the Iowa Supreme Court may only consider "issues properly preserved and raised in the original briefs."). This issue, with respect to at least Peoples, is now moot and not before the Court for the consideration. There is nothing left to remand to the District Court with respect to this issue for Peoples Bank, and the Shallas' arguments, otherwise, fail to meet any of the criteria necessary for further review.

CONCLUSION

The Shallas' Application fails to articulate any question or basis for further review and must be denied. As to the merits of the arguments already presented to the Court of Appeals in this case, the Shallas' interpretation of the applicable law was properly rejected and does not warrant further consideration by the Iowa Supreme Court.

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Ann C. Gronlund

CERTIFICATE OF SERVICE

I hereby certify that on July 19, 2024, I electronically filed the foregoing document with the Clerk of Court using the ECF system, which will send notification of such filing to the following attorneys of record:

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