IN THE SUPREME COURT OF IOWA

NO. 20-0303

IN THE IOWA DISTRICT COURT FOR MILLS COUNTY
CASE NO. LACV026844

TERRY K. JONES AND CHRISTINE JONES,

Plaintiffs-Appellees,

v.

THE GLENWOOD GOLF CORPORATION

Defendant-Appellant

APPEAL FROM THE MILLS COUNTY DISTRICT COURT
HON. RICHARD DAVIDSON, PRESIDING JUDGE

PLAINTIFFS-APPELLEES' FINAL BRIEF AND REQUEST FOR ORAL ARGUMENT

STEPHEN A. RUBES
JOSEPH J. HRVOL, P.C.
541 Sixth Avenue
Council Bluffs, Iowa 51503
(712) 322-0133
s_rubes@hotmail.com
ATTORNEYS FOR PLAINTIFFS-APPELLEES

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STATEMENT OF THE CASE/FACTS AND PROCEDURAL HISTORY OF THE LITIGATION

Terry and Christine Jones agree with the statement of the case/facts and procedural history of the litigation of the defendant, but wanted to include some additional information for the court. The Glenwood Golf Corporation (hereinafter "GGC") is the owner of the golf cart being driven by Jeff Jones on September 14, 2017 in which Terry K. Jones rode as a passenger. Terry Jones was ejected from the golf cart off of a bridge and into a creek 25 feet below filled with concrete and reinforcement bar causing Terry catastrophic personal injuries and damages. The nature and extent of his life-threatening injuries were confirmed by the various health care providers, Terry Jones and his wife, Christine, at trial.

The release entered into by Terry and Christine Jones and their son, Jeff Jones, and his home owner's insurance provider, Liberty Mutual Insurance Company, preserved all claims against the non-settling defendant, GGC, as contemplated by the comparative fault act and its underlying policy encouraging settlement of cases over trial (App. p. 27, release/Exhibit "A" to GGC's Motion for Summary Judgment). The plaintiffs resisted GGC's Motion for Summary Judgment. (App. p. 39, plaintiffs' resistance to defendant's Motion for Summary Judgment).

Plaintiffs resist the defendant's appeal on all grounds.

I.

THE DISTRICT COURT CORRECTLY APPLIED CHAPTER 668 OF THE CODE

The plaintiffs-appellees agree that the defendant-appellant preserved error on the issues raised in the appeal and that the scope and standard of review for the arguments under issues I and II are for errors at law and that the scope and standard of review with regard to argument III is for an abuse of discretion.

Defendant's arguments IA, IB and IC are interrelated and will be addressed as a whole herein. The defendant contends throughout that the claim of Terry and Christine Jones was discharged as to GGC when GGC's consensual driver was released by the plaintiffs prior to trial. In so doing, the defendant asks the court to accept the defendant's contention and ignore the plain language of Iowa Code §668.7 and 668.3(4) and the plain language of Iowa Code §321.493, along with the language of the release itself. Iowa Code §668.7 contemplates, allows, and in fact, encourages partial settlements. The language of the statute was utilized in the drafting of the release the Jones' signed releasing the consensual driver, Jeff Jones, and his insurance carrier. The release specifically preserved the Jones' claim against GGC as the owner of the vehicle operated by the consensual driver. Iowa Code §321.493 is the very reason GGC and the consensual driver were treated as a single party at trial for the purpose of determining the percentage of fault attributable to the consensual driver under the owner's responsibility statute. This

is a common practice in Iowa in cases involving consensual drivers and owners. See Beganovic v. Muxfeldt, 775NW2d 313, 318 N. 4 (Iowa 2009).

Under Iowa Code §321.493, GGC, as owner is responsible to pay damages caused by its' consensual driver and GGC's obligation to pay damages was not released by Terry and Christine Jones and in fact was specifically reserved in the release. (App. p. 27, Release/Exhibit "A" to GGC's Motion for Summary Judgment). Iowa Code §321.493 makes the owner of the motor vehicle liable for damage, not fault. If the legislature had wanted the "fault" of the consensual driver and owner compared, presumably it would have so stated. Instead, the legislature chose to couch the operative effect of the statute itself only in terms of the damages. Likewise, 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 damages payable to any 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.

The cases cited in support of defendant's argument equating Iowa Code §321.493 with vicarious liability are clearly distinguishable. As noted in Beganovic v. Muxfeldt, 775 NW 313 (2009) at footnote 4.

> Vicarious liability is broadly defined as liability a person bears for the actionable conduct of another person because of a relationship between the two parties. Black's Law Dictionary 934 (8th ed 2004). 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. Estate of Dean v. Air Exec. Inc., 534 NW2d 103 104-106 (Iowa 1995). In other words, the liability imposed under the statute is the owner's own liability. Id. This liability versus negligence dichotomy has been important in helping us decide that a legal defense against liability possessed by the driver does not inure to the owner. Id.; Smith v. CRST Int'l, Inc., 533 NW2d 890, 894 (Iowa 1996). Nevertheless, the owners' responsibility statute remains under the umbrella of vicarious liability by imposing liability on an owner for the actionable negligence of the driver.

This court has in fact recognized the liability versus negligence dichotomy in Estate of Dean v. Air Exec. Inc., 534 NW2d 103 (Iowa 1995), holding the owner of an aircraft piloted by a co-employee of the deceased liable for the estate's damages and disregarding the immunity of the pilot under the Iowa Workman's Compensation Law, holding that immunity did not inure to the owner of the aircraft. The court stated

> "It would appear illogical for an owner's liability statute to impose a general liability by a legislative fiat without regard to the relationship between the operator and owner

> and yet permit defenses by the owner that depend on relationships that play no role in creating the statutory liability" at page. 4.

The court held it was the negligence of the operator rather than the liability of the operator that triggered the liability of the owner. Smith v. CRST Int'l, Inc., 533 NW2d 890, (Iowa 1996) is in accord. It would seem inconsistent to allow the defendant's contention that a partial settlement of the Jones' claim for damages specifically reserving the balance of their claim against the owner of the golf cart would immunize GGC.

Although the defendant contends the trial court applied a pro tanto credit in the judgment entry as a setoff, that is not apparent in the judgment entry. The case of Thomas v. Solberg, 442 NW2d 73 (Iowa 1989) states that the pro tanto credit is not appropriate in a comparative fault case and that the proportionate credit rule based on the settling defendant's fault is to be utilized instead. However, the rationale of Thomas v. Solberg does not apply unless fault is being compared. In this case, the defendant GGC is statutorily liable for all of the damages caused by the fault of their consensual driver. They have no independent fault to compare with the consensual driver. The jury found 100% of the fault in this case to belong to defendant's consensual driver and none on the part of the plaintiff. It is, in fact, not a comparative fault case based on the jury's finding and therefore the judge's order in regard to the credit was correct.

The problem with the application of Thomas v. Solberg, 442 NW2d 73 is that it involved an actual comparison of fault between the tort feasors. Stephen White, a consensual driver, and Sheila White were part of the cause of the collision and Diane Solberg shared part of the fault of the collision as well. Importantly, Sheila White, the owner, was a party to the release in that case unlike the defendant herein. In this case, there is no sharing of fault. Whether the court treated the settlement amount of defendant's consensual driver as a pro tanto credit or as a proportional credit, the result is the same. Under Solberg, Jeff Jones' 100% finding of fault translates to a 100% proportional credit which would be the same as a pro tanto credit in this particular case. However, the effect of the jury's finding of fault limits the effect of that finding to ascertaining the amount of the credit. It does not discharge GGC from its separate liability under 321.493 for the damages caused by their consensual driver's fault. The release executed by the Jones properly preserves this claim in accordance with the language of 668.7 and the case law. Essentially, defendant argues that the adjustment of the credit based on the Whites' fault in Solberg against the total judgment based on their fault, somehow removes any obligation for the damages sustained by the Jones for which defendant remains liable pursuant to the provisions of Iowa Code §321.493. This conflation of fault, liability for damage, recovery and appropriate credit lie at the heart of defendant's entire argument at IA, IB, IC and II of its brief.

II.

THE DISTRICT COURT CORRECTLY DENIED THE DEFENDANT/APPELLANT'S MOTION FOR SUMMARY JUDGMENT ON PLAINTIFFS' CLAIM UNDER IOWA CODE §321.493.

The plaintiffs-appellees agree that the defendant-appellant preserved error on the issues raised in the appeal and that the scope and standard of review for the arguments under issues I and II are for errors at law and that the scope and standard of review with regard to argument III is for an abuse of discretion.

The defendant goes on at II, page 23 of its brief to make the same arguments against the backdrop of the hearing on motion for summary judgment as opposed to the jury's verdict. Defendant continues to strive to create identity between the owner liability statute and common law relationships like employer/employee and principal/agent to support its argument that it was discharged by the release herein. In fact, the owner liability statute is in derogation of the common law and completely different considerations apply to each. For example, unlike the employer/employee situation, the consensual driver of a motor vehicle does not answer to the owner of the vehicle in any way. Likewise, in principal and agent situations, the principal has control over its agent. The owner of a consensual driver has none. For this reason, the Iowa Legislature adopted the owner liability statute which simply makes the owner responsible for all of the damage caused by the consensual driver. Again, Iowa Code §321.493 makes it clear that the liability

imposed under this statute is the owner's own liability as stated in Beganovic v. Muxfeldt, 775 NW 313 (2009) at note 4. This is the reason defendant's reliance on Biddle v. Sartori Memorial Hosp. 518 NW2d 795 (Iowa 1994) is misplaced. The reason that the court held the release of the doctor also released the hospital in that case is the doctrine of respondeat superior, true vicarious liability based on the employer/employee relationship not present in this case. The essential difference is that there is no owner liability statute like Iowa Code §321.493 at play in Biddle v. Sartori Memorial Hosp. 518 NW2d 795 (Iowa 1994). Of further note, it does not appear in Biddle that the claims against the hospital were reserved in the release. As noted by the trial court herein, Iowa Code §321.493 does not specifically exclude liability if the driver is released by settlement. Further, no case in Iowa provides an escape from liability under Section 321.493 in the case of a released party. In Thomas v. Solberg, 442 NW2d 73 (Iowa 1989), Mrs. White didn't have a separate policy of insurance as did the defendant herein and the Jones' did not release defendant as Mrs. White was released in the Solberg case. Here, Terry and Christine Jones specifically reserved their uncompensated damage claim against GGC.

At page 25 of its brief, the defendant acknowledges that the effect of a settlement is determined by the intent of the parties to the settlement as shown by the terms of the settlement documents citing Waits v. United Fire & Cas. Co., 572

NW2d 565, 572 (Iowa 1997). The problem for the defendant with regard to this argument is that it chose not to be a party to the settlement. GGC concedes that it is not a party to the release in its brief and acknowledges that Iowa Code §668.7 requires the naming of any tort feasor that is to be released citing Aid Ins. Co. v. Davis County, 426 NW2d 631, 635 (Iowa 1988). This defendant also acknowledges in its brief that the release contains no language that would comprise a "satisfaction" as to GGC.

Although the defendant contends in its brief that the Iowa Supreme Court has not considered a case involving consensual driver/owner liability and the signing of a release, in fact it has. In Peak v. Adams, 799 NW2d 535 (Iowa 2011), a party had been injured helping a husband and wife move their belongings with a U-Haul Truck that had been rented. The injured party entered into a settlement agreement with the liability insurance carrier for the owner U-Haul and the husband. The court ruled that the wife remained in the suit because her name was not included in the release and the case would proceed against her. In this case, not only was the Glenwood Golf Corporation not a party to the release, all claims against them were specifically reserved as contemplated by the dictates of Iowa Code §668.7. It is noted in the Peak case that Iowa has a strong public policy favoring settlements. The Comparative Fault Act, including Iowa Code §668.7 is

designed to help effectuate that strong public policy particularly in the situation where there are multiple defendants.

Another case dealing with the analysis of a settlement agreement by a party contending they have been released when a co-defendant had settled the case is Manke v. Fernandez, an unpublished opinion No. 01-00048, 2002 WL 1071922 wherein an administrator of an estate sued on behalf of a child who had died after being placed in Children's Square. The administrator sued the institution and Dr. Fernandez, the psychiatrist. The administrator settled the case against the institution and the psychiatrist then claimed that he was covered by the release as well even though he was not named, because he was a medical director of the institution and the release settled all claims against Children's Square and its employees, officers and directors. The Iowa Court of Appeals affirming the district court found that the plaintiffs did not intend to release the doctor when they signed the release for the other defendant.

The court in Waits v. United Fire & Cas. Co., 572 NW2d 565 (Iowa 1997) analyzed the terms of the release in the underinsured motorist context. Significantly the court looked for language confirming any acknowledgment that the amount received by the plaintiff had fully compensated the plaintiff for her injuries. Finding none, the court rejected arguments similar to those made by the defendant in this case. There is no language indicating any acknowledgment in the

current case because the parties to the release did not intend to acknowledge full compensation for their injuries.

The defendant goes on to cite Bruce's Estate v. B.C.D., Inc., 396 F. Supp. 157 (S.D. Iowa 1975). The defendant's problem is that there is no indemnification agreement in the release signed by the Jones' regarding the consensual driver with the exception of language concerning the Medicare lien which is not at issue in this appeal. Therefore, there is no "circuity of litigation" concern present and thus no "sound public policy rationale" supporting this argument. The defendant's citations of DelSanto v. Hyundai Motor Finance Co., 882 A.2d 561, 565 (R.I. 2005), Cunha v. Colon, 792 A.2d 832 (Conn. 2002), Estate of Williams ex rel. Williams v. Vandeberg, 620 NW2d 187, 191 (S.D. 2000) and Kaiser v. Allen, 746 NW2d 92 (Mich. 2008) are decisions from foreign jurisdictions and we have no way of even knowing whether said states have an owner responsibility statute similar to Iowa's or whatever legal precedents or laws were at work in the court's decisions in those cases. Further, Bruce's Estate is another case relying upon the application of the doctrine of respondeat superior which, again, is not present in this case. Therefore, Bruce's Estate is distinguishable on the same basis as Biddle v. Sartori Memorial Hosp., 518 NW2d 795 (Iowa 1994).

Here, the defendant has no right of indemnity against Jeff Jones and his insurance carrier because Jeff Jones is defendant's driver. See Iowa Code

§321.493 and Aid Ins. Co. (Mut). v. United Fire & Cas. Co., 455 NW2d 767 (1989). That case involved a claim by an injured party who had been struck by a car owned by automobile dealership and operated by a customer. This court citing longstanding case law (Klinger v. Holtze v. Sulzbach Constr. Co., 262 NW2d 290, 294 (Iowa 1978), Conner v. Thompson Constr. Co. & Dev. Co., 166 NW2d 109, 113 (Iowa 1969)) ruled that it was well-settled law that an insurer cannot recover indemnity from its own insured. Again, because there is no threat of an indemnity or contribution claim, there is no "circuity of litigation" concern present herein and thus no "sound public policy rationale" supporting defendant's argument in this regard.

The defendant seeks to avoid the implications of its liability by arguing the old thread-bare common law rule, that a release of the obligor automatically releases all others who are or may be liable, (sometimes referred to as the one recovery rule). The Iowa Supreme Court rejected this common law rule in Community School District v. Gordon N. Petersen, Inc., 176 NW2d 169 (Iowa 1970) holding instead that settlement agreements were to be interpreted according to the intent of the parties. Under the defendant's settlement theory, every owner liability case with multiple co-defendants and one non-settling defendant could not be settled without the non-settling defendant joining in. With no opportunity to be awarded additional compensation from the non-settling defendant, the plaintiffs

would see no benefit in partial settlement and the case would necessarily go to trial against all of the defendants. This result would be contrary to the public policy favoring settlements codified in the comparative fault act and would run contrary to the provisions of Iowa Code §668.7 and 668.3(4). The defendant's argument is simply that a release is a release of all and the proportionate share of obligation (i.e. damages) directive in Iowa Code §668.7 and 668.3(4) do not matter.

The Comparative Fault Act was designed to avoid "black magic" by way of covenants not to sue, Mary Carter agreements and Perringer releases, and instead, the act adopted a transparent and straight forward process that not only allows, but encourages, parties to settle in conformance with Iowa policy. Community School District v. Gordon N. Petersen, Inc., 176 NW2d (Iowa 1970). Defendant's contention is simply that it remains in full charge of the case as to all parties even though it never seriously engaged in the settlement negotiations with plaintiffs, the consensual driver, and his insurance carrier. A release is merely a surrender of a cause of action against a particular party which may even be gratuitous or given for an inadequate consideration. See Brosamle v. Mapco Products, Inc., 427 NW2d 473 (Iowa 1988).

The defendant cites Theophelis v. Lansing General Hospital, 424 NW2d 478 (Mich, 1988) in support of its contention that the release signed by the Jones' released the defendant. The distinction in that case is there is no statutory owner

liability involved making the principal liable for the agent. As noted in Beganovic v. Muxfeldt, 775 NW 313 (2009) the language of Iowa Code §321.493 holds this defendant liable for the damage caused by its' driver. Hook v. Trevino, 839 NW2d 434 (Iowa 2013) is likewise and similarly distinguishable. In the discussion in that case concerning the interplay between a principal and agent's liability against the principal under respondeat superior, "a defense personal to the agent, such as immunity, will not ordinarily extend to bar a claim against the principal for the agent's negligence unless the rationale for the immunity also applies to the principal". Hook P. 9. Even if this court were to accept the defendant's contention in this regard, given the language of the release and the intent of the parties to the release coupled with the language of Iowa Code §321.493, no rationale exists to impute Jeff Jones' release to defendant. Further, as noted in Seastrom v. Farm Bureau Life Ins. Co., 601 NW2d 339 (Iowa 1999) declining to dismiss a claim against a principal on the basis of a release of an agent, the court noted "Our holding in Biddle was limited to the situation in which the release of an agent operated as a release of the principal from any vicarious liability for the agent's tortious conduct." pp. 344-45. Again, as acknowledged by the defendant, it is conceded that there is no principal/agent or employer/employee relationship between Jeff Jones and GGC.

III.

THE DISTRICT COURT DID NOT ABUSE ITS DISCRETION IN GRANTING THE PLAINTIFFS A NEW TRIAL ON DAMAGES.

The plaintiffs-appellees agree that the defendant-appellant preserved error on the issues raised in the appeal and that the scope and standard of review for the arguments under issues I and II are for errors at law and that the scope and standard of review with regard to argument III is for an abuse of discretion.

The bulk of defendant's argument regarding the court's granting of a new trial seems to be that the Jones and their attorneys exaggerated the extent of their damages. Plaintiffs deny any implication that the damages sustained by Terry and Christine Jones were exaggerated in any way at trial.

In their "Reply to the Defendant's Resistance to Plaintiffs' Motion for New Trial and Request for Additur", the plaintiffs listed their various actual damages and directed the trial court to specific parts of the trial record confirming said damages. The video deposition of Sheila Augustine played at trial and received as a court exhibit along with a printed transcript (Exhibit 73B p. 7 L. 8) confirmed that the total fair and reasonable charges for Terry Jones at the University of Nebraska Medical Center was $1,016,943.56. The necessity of said charges was confirmed in the video deposition of each treating physician. Ms. Augustine also confirmed that Medicare and private insurance paid UNMC $296,905.26 (Exhibit 73B p. 10 L. 15-21, p. 11 L. 3-4, p. 12 L. 5-6, 9-21). Likewise, the video

deposition of Brent Curry (Exhibit 78B p. 6 L. 11-25; p. 7. L. 1-25; p. 8 L. 1-11; p. 10 L. 12-16) played at trial and received as a court exhibit along with a printed transcript (Exhibit 78B) confirmed that the total fair and reasonable charges for Terry Jones at Madonna Rehabilitation Hospital was $302,955.77. The necessity of such charges were confirmed by Terry Jones' treating physicians. Mr. Curry also confirmed that Medicare and private insurance paid Madonna $100,125.95 (Exhibit 78B, p. 25 L. 21-25; p. 26 L. 1-8, Exhibit 45 p. 13-14, 41, 59, 61). Additionally, the Jones' paid $14,500 in necessary medical expenses. (Trial testimony of Christine Jones p. 25 L. 6-16; p. 27 L. 2-5; p. 27 L. 14-18 & p. 28 L. 1-14).

Since the necessary, fair and reasonable Nebraska Medicine charges total $1,016.942.56 and the necessary, fair and reasonable Madonna charges total $302,957.02 and an additional $14,500 represents necessary expenses for the van, ramp, and home modifications, the total fair, reasonable and necessary medical expenses is $1,334.399.50. Since "insurance" paid Nebraska Medicine a total of $296,905.26 and the same insurers paid Madonna $100,125.95, the total amount paid by insurance was $397,031.21, and is definitely supported in the record. Defendant's allegations to the contrary are without merit.

The jury's $20,000 award was not only factually and legally inadequate, but it also cross-contaminated the jury's inadequate award to Terry Jones for his past

and future pain and suffering as well as his past and future loss of function. In fact, the plaintiffs presented the evidence according to Pexa v. Auto Owners Ins. Co., 686 NW2d 150 (Iowa 2004) proving not only the full, necessary, fair and reasonable value of the medical damages, but also the amount that was required to be reimbursed to the insurance carriers.

Given the extent of damages testified to by the Jones and their treating physicians, it is hard to say how the Jones could have exaggerated their damages before the jury. In addition, Christine Jones affirmed the reimbursement figure to Medicare referred to as the "anchor figure" by the defendant. (Trial testimony of Christine Jones, p. 35 L. 10-24, p. 36 L. 1-10, p. 45 L. 14-17). The evidence of the patient accounts directors as to the fairness and reasonableness of the medical bills and the testimony of the various physicians as to the necessity of the treatment set forth in the medical bills was uncontradicted at trial. The jury disregarded both figures cross-contaminating the remainder of their verdict as noted by the court which expressed its concern over the award for past pain and suffering, present value of future pain and suffering and past and future loss of function of mind and body.

As the court found, the jury either was confused or chose to ignore the record concerning past medical expenses. (App. p. 134 Ruling on Motion for New Trial). The court noted that various elements of damage are apt to be influenced

by the recovery allowed for other elements of damages as noted in Brant v. Bockholt, 532 NW2d 801, 805 (Iowa 1995). (App. p. 134, Ruling on Motion for New Trial at p. 3). This court should not disregard the benefits of the trial court having heard all of the evidence at trial and being able to assess the witnesses as described by the trial court. (App. p. 134 Ruling on Motion for New Trial at p. 3). The court is slower to interfere with the grant of a new trial than with its denial. The court was correct in its ruling on the motion for new trial under the guidelines set forth in Brant v. Bockholt, 532 NW2d 801, 805 (Iowa 1995) and Bryant v. Parr, 872 NW2d 366 (Iowa 2015) and as set forth in plaintiffs' Motion for New Trial and Request for Additur and plaintiffs' Reply to the Defendant's Resistance to Plaintiffs' Motion for New Trial and Request for Additur. (App. pp. 107, 122).

CONCLUSION

In summary, there is no statutory or case law support for defendant's argument that either the release the Jones signed or the jury verdict discharges their obligation to the Jones. The release and indemnity agreement was drafted in full conformance with the intent provisions of the Iowa Comparative Fault Act including Iowa Code §668.7 and existing case law. There is no language whatsoever constituting a satisfaction contained in the release. Defendant remains liable for all uncompensated damages sustained by Terry Jones subject to the credit created by its consensual driver's payment toward the damages themselves.

Defendant's appeal with regard to the release and verdict set forth in IA, IB, IC and II of its brief should be overruled. Further, the court's ruling granting a new trial on damages was clearly warranted, was not an abuse of discretion and should be sustained.

Respectfully submitted

By: _/s/ Stephen A. Rubes_____
STEPHEN A. RUBES
JOSEPH J. HRVOL, P.C.
541 Sixth Avenue
Council Bluffs, Iowa 51503
(712) 322-0133
ATTORNEYS FOR APPELLEES

STATEMENT OF DESIRE TO BE HEARD IN ORAL ARGUMENT

Plaintiffs-Appellees hereby requests to be heard orally upon submission of this appeal.

/s/ Stephen A. Rubes_____
STEPHEN A. RUBES
JOSEPH J. HRVOL, P.C.
541 Sixth Avenue
Council Bluffs, Iowa 51503
(712) 322-0133
ATTORNEYS FOR APPELLEES

CERTIFICATE OF COMPLIANCE WITH TYPE-VOLUME LIMITATIONS TYPEFACE REQUIREMENTS, AND TYPE-STYLE REQUIREMENTS

This brief complies with the type-volume limitation of Iowa R. App. P. 6.903(1)(g)(1) or (2) because this brief contains 4,539 words, excluding the parts of the brief exempted by Iowa R. App. P. 6.903(1)(g)(1).

This brief complies with the type face requirement of Iowa R. App. P. 6.903(1)(e) and the type-style requirements of Iowa R. App. P. 6.903(1)(f) because this brief has been prepared in a proportionately spaced type face using Microsoft Word in Times New Roman 14.

DATED: July 22nd 2020.

/s/ Stephen A. Rubes
STEPHEN A. RUBES
JOSEPH J. HRVOL, P.C.
541 Sixth Avenue
Council Bluffs, Iowa 51503
(712) 322-0133
ATTORNEYS FOR APPELLEES

CERTIFICATE OF SERVICE

I, Stephen A. Rubes, hereby certify that on the 22nd day of July, 2020, I serviced the Appellees' Final Brief on all other parties to this appeal by emailing one copy thereof to the following counsel for the parties at the following addresses:

William H. Larson
4280 Sergeant Road, Ste. 290
Sioux City, Iowa 51106
Larson@klasslaw.com

/s/ Stephen A. Rubes
STEPHEN A. RUBES
JOSEPH J. HRVOL, P.C.
541 Sixth Avenue
Council Bluffs, Iowa 51503

(712) 322-0133
ATTORNEYS FOR APPELLEES

CERTIFICATE OF FILING

I, Stephen A. Rubes, further certify that I filed Appellees' Final Brief via EDMS on the 27th day of July, 2020.

/s/ Stephen A. Rubes
STEPHEN A. RUBES
JOSEPH J. HRVOL, P.C.
541 Sixth Avenue
Council Bluffs, Iowa 51503
(712) 322-0133
ATTORNEYS FOR APPELLEES