

**IN THE COURT OF APPEALS OF IOWA**

No. 20-1212  
Filed July 21, 2021

**THOMAS K. BICE,**  
Plaintiff-Appellant,

**vs.**

**STEVEN J. WELLS, Individually and d/b/a UNITED INSURANCE AGENCIES,**  
Defendant-Appellee.

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Appeal from the Iowa District Court for Linn County, Christopher L. Bruns,  
Judge.

Thomas Bice appeals a summary judgment ruling in favor of Steven Wells  
d/b/a United Insurance Agencies. **AFFIRMED.**

Gregory J. Epping of Epping Law Office, Cedar Rapids, for appellant.

Matthew L. Preston, David T. Meyers (until withdrawal), and Brad J. Brady  
of Brady Preston Gronlund PC, Cedar Rapids, for appellee.

Heard by Doyle, P.J., and Mullins and May, JJ.

**MAY, Judge.**

This is a dispute between an insurance agent and an insurance agency. Insurance agent Thomas Bice claims Steven Wells d/b/a United Insurance Agencies breached a written contract by failing to pay certain bonuses. The district court concluded Wells was entitled to summary judgment on three grounds: (1) Bice's claim was barred by the statute of limitations; (2) an oral amendment to the parties' contract precluded Bice's claim; and (3) even if no oral amendment occurred, Bice's claim was barred by waiver and estoppel. Bice appeals.

"We review summary judgment rulings for correction of errors at law." *Roll v. Newhall*, 888 N.W.2d 422, 425 (Iowa 2016). Summary judgment is appropriate when the file shows "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Iowa R. Civ. P. 1.981(3).

We assume without deciding that Bice's claims were not barred by the statute of limitations. Even so, as the district court correctly found, the undisputed facts show that the parties orally amended the contract. This amendment relieved Wells of any obligation to pay the claimed bonuses. Moreover, we also agree with the district court that—even if there had been no oral amendment—Bice relinquished any claim to the bonuses through his conduct.

Bice's claim fails as a matter of law. The district court was right to grant summary judgment. We affirm without further opinion. See Iowa Ct. R. 21.26(1)(a), (d).

**AFFIRMED.**