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**IN THE IOWA SUPREME COURT  
APPELLATE NUMBER 17-1466**

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**TODD MORRIS**

**PLAINTIFF-APPELLANT,**

**v.**

**STEFFES GROUP, INC.,**

**DEFENDANT-APPELLEE.**

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**COURT OF APPEALS DECISION FILED JUNE 30, 2018**

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**DEFENDANT-APPELLEE'S RESISTANCE TO APPLICATION FOR  
FURTHER REVIEW**

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## **QUESTION PRESENTED**

Whether the Iowa Court of Appeals erred in upholding the district court's grant of the Motion for Summary Judgment of Defendant-Appellee Steffes Group, Inc. ("Steffes"), holding that Iowa Code Chapter 555A is inapplicable to the agriculture-related services provided by Steffes.

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## **RESISTANCE TO REQUEST FOR FURTHER REVIEW**

In support of its Application for Further Review, Appellant relies upon Iowa Rule of Appellate Procedure 6.1103(1)(b)(1) suggesting that the Iowa Supreme Court should review the Court of Appeals decision because, according to the Appellant, the ruling of both the Court of Appeals and the district court are inconsistent with Iowa Code Chapter 555A and Iowa Code section 714H.5. App. Further Review at p. 5.

Appellant's reliance upon Iowa Rule of Appellate Procedure 6.1103(1)(b)(1) is inapplicable as framed by Appellant. Iowa Rule of Appellate Procedure 6.1103(1)(b)(1) affords an Appellant grounds for further review only if the "Court of Appeals has entered a decision in conflict with *a decision of this Court or the Court of Appeals on an important matter.*" Iowa R. App. Pro. R. 6.1103(1)(b)(1) (2018) (emphasis added). Further, Iowa Rule of Appellate Procedure 6.1103(1)(c)(3) specifically requires that if Iowa Rule of Appellate Procedure 6.1103(1)(b)(1) is relied upon as a reason

for further review (that is, that the Court of Appeals has entered a decision in conflict with another case), then the case with which the decision is in conflict must be cited. Iowa R. App. Pro. R. 6.1103(1)(c)(3) (2018). No such case is offered by Appellant.

Appellant's further reliance upon Iowa Rule of Appellate Procedure 6.1103(1)(b)(4) as grounds for further review is inapplicable. In order for the Supreme Court to grant an Application for Further Review under Iowa Rule of Appellate Procedure 6.1103(1)(b)(4), the case must present "an issue of broad public importance." Iowa R. App. Pro. R. 6.1103(1)(b)(4) (2018).

Here, the issue before the Court is certainly not one of broad public importance.

Before the Court is a limited issue of applying the Iowa door-to-door sales statute to a very narrow set of facts relating to the sale of agriculture services.

For these reasons, Appellant fails to set forth grounds for further review as required by Iowa Rule of Appellate Procedure

6.1103(1)(b), and its Application for Further Review should consequently be denied.

### **STATEMENT OF THE FACTS**

Steffes Group, Inc. (“Steffes”) is a provider of agriculture-related services, including auctioning farm equipment and agricultural real estate, managing farm real estate, and providing other land brokerage services. Appx. pp. 87-92, 93-95.

These services are provided by Steffes throughout the states of Iowa, South Dakota, North Dakota, and Minnesota. Appx. pp. 87-92, 93-95.

Consistent with prior practices, Steffes had a presence at the Iowa Farm Progress Show in 2016. Appx. pp. 87-92, 93-95.

While at the Iowa Farm Progress Show in 2016, Steffes was advertising its aforementioned services. Appx. pp. 87-92, 96-98.

Its sales representative, Duane Norton, was approached by Appellant regarding the sale of agricultural equipment owned by Appellant. Appx. pp. 87-92, 96-98.

Duane Norton's background is entirely agriculture-related, including having an ag engineering degree and work experience in the agriculture industry. Appx. pp. 87-92, 96-98.

Following their conversation in early February 2016, and at the request of Appellant, Duane Norton met with the spouse of Appellant, Lacey Morris, at Appellant's farm. Appx. pp. 87-92, 96-98, 102-104.

During the meeting at Appellant's residence, Lacey Morris executed a contract for the sale of farm equipment by Steffes at an upcoming farm equipment auction. Appx. pp. 87-92, 96-98.

Subsequent to the execution of the contract by Lacey Morris, as agent for Appellant, on February 20, 2016, Appellant texted a confirmation to Duane Norton that he



intended to have Steffes sell his farm equipment at the March 24, 2016 farm auction. Appx. pp. 87-92, 96-98.

Consistent with the direction of Appellant, Steffes sold the farm equipment of Appellant at the March 24, 2016 farm equipment auction, which took place at the Iowa Farm Progress Show site in Boone, Iowa. Appx. p. 99.

In addition to the sale of Appellant's farm equipment at the auction, Steffes sold other farm related items of other clients. Appx. pp. 87-92, 96-98.

None of the items sold by Steffes at the auction in March 24, 2016 were used primary for personal, family, or household purposes. Appx. pp. 87-92, 96-98.

## **ARGUMENT**

**The Iowa Court of Appeals did not err by upholding the district court's decision that Iowa Code Chapter 555A does not apply to the case presented.**

Appellant argues that both the Iowa district court and the Iowa Court of Appeals failed to ascertain the legislature's intent when interpreting Iowa Code Chapter 555A, as required by *State v. Pub. Employment Relations Bd.*, 744 N.W.2d 357, 360 (Iowa 2008).

By implication under Appellant's logic, Appellant urges this Court to look beyond the first step in statutory interpretation: the consideration of the words used in the statute. *Myria Holdings, Inc. v. Iowa Department of Revenue*, 892 N.W.2d 343, 348 (Iowa 2017); *Sanford v. Fillenwarth*, 863 N.W.2d 286, 289 (Iowa 2015).

If there is no ambiguity in the language of a statute, the plain meaning of the words is applied. *State v. Doe*, 903 N.W.2d 347, 351 (Iowa 2017) (citing *State v. Nall*, 894 N.W.2d 514, 518 (Iowa 2017)).

Neither the Court of Appeals nor the district court suggested ambiguity in the statute, nor does Appellant raise allegations of ambiguity that would allow the Court to step beyond the plain language of the statute for purposes of interpretation.

Both the Iowa Court of Appeals and the Iowa district court reference the definition of a “door-to-door sale,” which relates to the “sale, lease, or rental of *consumer goods or services.*” Court of Appeals decision at p. 3.

The Code defines “consumer goods or services” as “goods or services purchased, leased, or rented primarily for personal, family or household purposes.” Iowa Code § 555A.1(2) (2017).

Again, no ambiguity exists, nor is it alleged by Appellant, warranting a consideration of evidence of intent beyond the plain language.

As appropriately concluded by the Iowa Court of Appeals, and for the reasons set forth below, the services rendered do not fall within the definition of consumer services as defined

by Iowa Code section 555A.1(2). Court of Appeals decision at p. 3.

Throughout Appellant's Brief in Support of Motion for Summary Judgment, Brief in Support of its Appeal to the Iowa Court of Appeals, and now his Application for Further Review, Appellant focuses significantly on Appellant's use of the items that were sold at auction by Steffes. App. for Further Review at pp. 13-14.

Such focus is misplaced. As referenced in Iowa Code section 555A.1, the analysis should be focused on what was to be sold by Steffes to Appellant.

Steffes did not sell goods to Appellant. To the contrary, Steffes was selling agriculture-related auctioneering services to Appellant. Appx. pp. 87-92, 96-98, 102-104.

Thus, while Steffes maintains that the items sold by it were not consumer goods, as they were farm equipment, Appellant's use of such items is wholly irrelevant.

When one focuses on the services sold by Steffes, the conclusion is clear that none of them constitute a “consumer good or service.”

Steffes is in the business of selling agriculture-related services, including:

- i. Auctioning farm equipment;
- ii. Auctioning farm real estate;
- iii. Managing farm real estate;
- iv. Conducting private sales of farm equipment;
- v. Providing other land brokerage services.

Appx. pp. 87-92, 93-95. This is further evidenced by the fact that the parties initially met at the Iowa Farm Progress Show in February 2016. Appx. pp. 87-92, 96-98.

While there, Steffes was advertising not the sale of consumer goods or services, but instead the sale of its agriculture-related services, including its March 24, 2016 farm auction.

The contract of the parties further substantiates the services offered to be sold by Steffes to Appellants. As clearly

noted in the contract, the March 24, 2016 sale occurred at the Boone, Iowa, Farm Progress Show site. Appx. p. 99.

Further, throughout the contract between the parties, references are made to “equipment.” Appx. p. 99.

Clearly, the services offered to be sold by Steffes, were agriculture-related auctioneering.

Applying these material and undisputed facts to the plain language of Iowa Code Chapter 555A, the Court of Appeals correctly upheld the district court’s conclusion that Steffes was not selling to Appellant consumer goods or services.

Appellant’s argument that Iowa Code Chapter 555A, and more specifically, sections 555A.2, 555A.3, and 555A.4, were breached by Steffes are in error, as such provisions do not apply because the services offered by Steffes are not consumer services. Consequently, the remainder of Chapter 555A is inapplicable to the relationship between the parties.

Because Iowa Code Chapter 555A does not apply, Appellant does not have a cause of action pursuant to Iowa

Code section 714H.5. Iowa Code § 714H.5 (2017); Iowa Code § 714H.3(2)(d) (2017).

For the reasons set forth herein, as well as in the decision of the Court of Appeals, the Application for Further Review should be denied. In the event the Application for Further Review is granted, the decision of the Iowa Court of Appeals should be affirmed.

**CERTIFICATES OF COST, SERVICE, AND COMPLIANCE**

**CERTIFICATE OF COST**

The undersigned attorney for Steffes (Appellee) certifies that the amount actually paid for printing and duplicating the necessary copies of this brief in final form was **\$0.00**.

**CERTIFICATE OF SERVICE**

The undersigned attorney for Steffes (Appellee) certifies that on the date referenced below, he filed this Resistance to Application for Further Review with the Clerk of the Supreme Court by EDMS and also served a copy of this Resistance to Application for Further Review on counsel for Appellant by virtue of such filing.

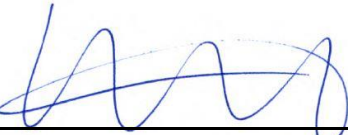
## **CERTIFICATE OF COMPLIANCE**

1. This brief complies with the type-volume limitation of Iowa R. App. P. 6.903(1)(g)(1) because this Resistance to Application for Further Review contains 1,513 words, excluding the parts of the brief exempted by Iowa R. App. P. 6.903(1)(g)(1).
2. This brief complies with the typeface requirements 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 proportionally spaced typeface using Microsoft Word 2016 with 14 point Bookman Old Style font.



Submitted and served this 12<sup>th</sup> day of July, 2018.

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By:  \_\_\_\_\_

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