

IN THE IOWA SUPREME COURT

---

Supreme Court No. 19-0491

---

GreatAmerica Financial Services Corporation,  
Plaintiff/Appellee

vs.

Natalya Rodionova Medical Care, P.C.  
Defendant/Appellant

---

APPEAL FROM THE IOWA DISTRICT COURT IN LINN COUNTY  
HONORABLE LARS ANDERSON  
COURT OF APPEALS DECISION FILED APRIL 21, 2019

---

APPELLANT  
NATALYA RODIONOVA MEDICAL CARE, P.C.'S  
RESISTANCE TO APPLICATION FOR FURTHER REVIEW

---

Larry J. Thorson #AT0007976  
ACKLEY, KOPECKY & KINGERY, L.L.P.  
4056 Glass Road NE  
Cedar Rapids, IA 52402  
Ph: (319) 393-9090  
Fax: (319) 393-9012  
lthorson@akklaw.com

Attorney for Defendant-Appellant

## TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
TABLE OF AUTHORITIES .....	3
STATEMENT OF THE CASE .....	4
STATEMENT OF THE FACTS .....	4
SCOPE OF REVIEW .....	5
ARGUMENT.....	5
A.    No Grounds Exist Under Rule of Appellate Procedure 6.1103 to Grant Further Review .....	5
B.    The Court of Appeals Correctly Held That GreatAmerica Did Not Prove Ratification of its Agreement (with a Forged Signature) as a Matter of Law .....	6
CONCLUSION.....	9
CERTIFICATE OF COMPLIANCE WITH TYPE-VOLUME LIMITATION, TYPEFACE REQUIREMENTS, AND TYPE-STYLE REQUIREMENTS.....	10
CERTIFICATE OF ELECTRONIC FILING AND SERVICE.....	11

## TABLE OF AUTHORITIES

### Cases

<i>Life Investors Ins. Co. of Am. v. Estate of Corrado</i> , 838 N.W.2d 640, 642, 646 (Iowa 2013) .....	4, 6, 7
<i>Residential Coop., Inc. v. Iowa City Bd. Of Review</i> , 863 N.W.2d 644, 647 (Iowa 2015) .....	5

### Rules

Iowa R. App. P. 6.903(1)(g)(1) and 6.1103(4) .....	10
Iowa R. App. P. 6.903(1)(e) .....	10
Iowa R. App. P. 6.903(1)(f) .....	10
Iowa R. App. P. 6.1103 .....	5
Iowa R. App. P. 6.1103(b) .....	6
Iowa R. App. P. 6.1103(6)(d) .....	6

## STATEMENT OF THE CASE

Appellee seeks further review of the April 21, 2020 Court of Appeals decision reversing the District Court's order granting summary judgment against the Appellant. The sole issue raised by the Appellee is whether the Court of Appeals decision holding that GreatAmerica's financing agreement with a forged signature was not enforceable as a matter of law was in conflict with the case of *Life Investors Ins. Co. of Am. v. Estate of Corrado*, 838 N.W.2d 640 (Iowa 2013).

Further review should be denied because there are no grounds upon which to grant review, and the Court of Appeals' decision was correct.

## STATEMENT OF THE FACTS

The Plaintiff, GreatAmerica Financial Services Corporation (hereinafter "GreatAmerica"), is an Iowa Corporation with its principal place of business located in Cedar Rapids, Iowa. The Defendant, Natalya Rodionova Medical Care, P.C. (hereinafter "NRMC") is a professional corporation with its practice located in New York City, New York. (Affidavit, Exh. E. p. 1, App. p. 84). The sole shareholder of the corporation and the only one authorized in general to sign any document for the corporation is Dr. Natalya Rodionova. She is a licensed physician. (Interrogatory Nos. 16 and 18, Exh. C, App. pp. 66, 68; Affidavit, Exh. E., p. 1, App. p. 84).

Dr. Natalya Rodionova began dealing with New York Digital Products, Inc. (hereinafter “New York Digital”) as to the purchase of certain office equipment. The person she was dealing with was Anthony Bara. Anthony Bara is a principal of New York Digital. It appears that Mr. Bara has a criminal record. (Exh. B, pp. 1-2, App. pp. 42-43).

New York Digital sought financing for the equipment with GreatAmerica and obtained financing for this equipment through GreatAmerica. (Exh. D, pp. 4-6, App. pp. 72-74). This was all done without Dr. Rodionova’s approval or knowledge concerning the details of this situation. (Exh. C., p. 20, App. p. 64; Exh. 3, App. p. 44).

### **SCOPE OF REVIEW**

The Court reviews decisions on summary judgment motions for corrections of error at law. *Residential Coop., Inc. v. Iowa City Bd. Of Review*, 863 N.W.2d 644, 647 (Iowa 2015). The Court of Appeals held that GreatAmerica did not prove ratification of an agreement with a forged signature as a matter of law. *See* Opinion, p. 2 of 22.

### **ARGUMENT**

#### **A. No Grounds Exist Under Rule of Appellate Procedure 6.1103 to Grant Further Review.**

Further review is inappropriate because, pursuant to the Rules of Appellate procedure, no grounds for further review are present. Iowa R. App.

P. 6.1103(b) provides four grounds upon which this Court will grant further review: (1) the decision of the Court of Appeals conflicts with another decision of the Court of Appeals or the Supreme Court “on an important matter;” (2) an “important” matter of constitutional or unsettled law; (3) a question involving changes to legal principles; or (4) a matter of broad public importance. (Iowa R. App. P. 6.1103(b)). None of these grounds are present in this case. Accordingly, because no grounds for further review are present and, as explained below, because the Court of Appeals’ decision is correct on the merits, this Application for Further Review should be denied.

**B. The Court of Appeals Correctly Held That GreatAmerica Did Not Prove Ratification of its Agreement (with a Forged Signature) as a Matter of Law.**

The Plaintiff is basically just asking this Court to consider all the facts of this case again and exercise its discretion (Iowa R. App. P. 6.1103(6)(d)) to overturn the decision of the Court of Appeals based simply upon a different view of the facts in this situation rather than any conflict of the decision with the cited case of *Life Investors, Ins. Co. of Am. v. Estate of Corrado*, 838 N.W.2d 640 (Iowa 2013). The Plaintiff would like to read that case to say that even if there is a forged signature of a party to an agreement, if a payment on the agreement is made or the equipment (if that is what is financed) is not returned immediately, the financing party wins and no inquiry is made after

that. That interpretation of Life Investors would be hard to justify by either the question asked by the United States District Court for the Northern District of Iowa in that case, or the answer given by the Iowa Supreme Court. The question asked by the Federal District Court was as follows:

“1. If a party receives a copy of an executed contract with that party’s signature thereon, even where it is not known who applied the party’s signature to the contract or whether the signature was authorized, and the party (a) does not challenge the signature or otherwise object to the contract, and (b) accepts benefits and obligations under the contract for at least six years, then has the party ratified the contract and is the party, therefore, bound by the terms of the contract?” 838 N.W.2d at 642.

The Court’s answer to this question was, “We answer the first question in the affirmative.” 838 N.W.2d at 642.

This did not foreclose any other court from inquiring into the sufficiency of any supposed ratification. The Court went on in the Corrado case to list actions that do not act as ratification. 838 N.W.2d at 646. The Court also did not foreclose inquiry into what constitutes accepting a benefit under a contract. 838 N.W.2d at 646.

The Plaintiff claims that inquiry should be limited. The summary judgment action may be “put up or shut up” time for the defendant. But this is also true for the moving party – in this case the Plaintiff – in this action.

The evidence provided by the Plaintiff in favor of its summary judgment did not foreclose the defense of the Defendant to what should be viewed as a dastardly act.

There is scant evidence that NRMC did anything other than make a few payments. When Ms. Rodionova did not sign the agreement and was only presented with the agreement at the time the lawsuit was filed, it is difficult to see how she could be bound by a term as onerous as the “hell or highwater” clause contained in the agreement. Even if assent were assumed in some fashion for her not immediately delivering the equipment to some entity (the evidence will show that she was told by the gentleman from New York Digital that he would be paying the payments due, that he would pick it up (or that she expected him to pick it up)) (Plaintiff’s Exh. 3, App. p. 25), there is no evidence that this equipment provided her a benefit but rather that this was a scam that she got involuntarily involved with to her corporation’s detriment. It is difficult to see how Dr. Rodionova’s actions constitute ratification of the agreement because there was no “conduct that justifies a reasonable assumption that the person so consents.”

The Defendant will not go through all of the facts involved in this matter other than to state that the Court of Appeals properly determined that a summary judgment was not justified based upon the factual record before it

in this action. This was with due regard to the Life Investors' case. Nor will the determination in this case contradict that case in any way because the facts of this case are not those of the Life Investors' case, nor any other case cited by the Plaintiff. The Plaintiff is trying to pound a square peg into a round hole.

### CONCLUSION

The Defendant medical corporation was defrauded by a vendor in New York who took advantage of this professional organization and sought to defraud it. The facts are entirely different from a situation where either a mistake is made or someone exceeding their authority signs an agreement and then the alleged principal attempts to take advantage of the situation by claiming after receiving some benefit that the principal does not want to honor the contract. Nothing in the record of this case conclusively shows any benefit to NRMC or any ratification of the contract with GreatAmerica. The Application for Further Review should be denied.

ATTORNEY FOR DEFENDANT/APPELLANT

*/s/ Larry J. Thorson*

Larry J. Thorson

#AT0007976

ACKLEY, KOPECKY & KINGERY, L.L.P.

4056 Glass Road NE

Cedar Rapids, IA 52402

Ph: (319) 393-9090

Fax: (319) 393-9012

lthorson@akklaw.com

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

1. This Brief complies with the type-volume limitation of Iowa R. App. P. 6.903(1)(g)(1) and 6.1103(4) because this Brief contains 1,378 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 Office Word in Times New Roman 14 font.

ATTORNEY FOR DEFENDANT/APPELLANT

*/s/ Larry J. Thorson*

---

Larry J. Thorson #AT0007976  
ACKLEY, KOPECKY & KINGERY, L.L.P.  
4056 Glass Road NE  
Cedar Rapids, IA 52402  
Ph: (319) 393-9090  
Fax: (319) 393-9012  
lthorson@akklaw.com

## CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I certify that on the 1<sup>st</sup> day of May 2020, I electronically filed the foregoing with the Clerk of the Supreme Court using the Iowa Electronic Document Management System, which will send notification of electronic filing to the counsel of record.

Randall Armentrout  
Leslie Behaunek  
Nyemaster Goode, P.C.  
700 Walnut St., Suite 1600  
Des Moines, IA 50309

/s/ Lisa M. Oelrich  
Lisa M. Oelrich, Legal Assistant