

IN THE COURT OF APPEALS OF IOWA

No. 7-061 / 06-0317
Filed February 28, 2007

AAA ELECTRIC, L.C.,
Plaintiff-Appellee,

vs.

AGRIPROCESSORS, INC.,
Defendant-Appellant.

Appeal from the Iowa District Court for Allamakee County, Alan L. Pearson, Judge.

Agriprocessors, Inc. appeals the district court's ruling in an action for fraud. **AFFIRMED.**

Jay Eaton, Des Moines, and Charles Kelly, Postville, for appellant.

Larry Cohrt and Jay Roberts, Waterloo, for appellee.

Considered by Sackett, C.J., and Huitink and Mahan, JJ.

MAHAN, J.

I. Background Facts and Proceedings

On April 27, 2002, AAA Electric, L.C. (AAA) filed a petition against Agriprocessors, Inc. (AGRI) for action on an open account and fraud. AAA alleged AGRI was late in the payment of invoices. On July 18, 2002, AAA moved for partial summary judgment on the open account claim. AGRI answered AAA's petition on September 3, 2002. It alleged AAA falsely charged interest on the open account and failed to disclose the interest rate. On September 5, 2002, AGRI filed a resistance to the motion for partial summary judgment. At a hearing on the partial summary judgment, the district court granted AAA's motion to strike AGRI's written resistance as untimely. In its written order, the district court also granted AAA partial summary judgment on the open account claim in the total amount requested by AAA:

The court finds that the plaintiff has proven by the Affidavit of Sherry Kjeld that there is now due and owing to plaintiff AAA Electric, L.C. by defendant Agriprocessors, Inc. the sum of \$272,015.17 plus interest at the rate of 1.5% from July 17, 2002 on an open account for electrical services and materials provided to the defendant. There is no genuine issue as to any material fact which would deny the entry of judgment in favor of the plaintiff on said amount.

AGRI filed a motion to reconsider, alleging the interest rate of eighteen percent per annum was higher than that allowed by the Iowa Code and AAA had failed to show a written agreement entitling AAA to that rate. See Iowa Code §§ 535.11(2), 668.13 (2001). The district court denied the motion and clarified the total judgment against AGRI. AGRI then filed an interlocutory appeal to this court. We affirmed the district court's ruling, concluding,

The district court based its ruling for summary judgment on the record before it and found no genuine issue of material fact. Agriprocessors, as the adverse party, retained the burden to provide facts showing a genuine issue for trial. Agriprocessors failed to meet this burden, therefore the district court did not err in granting the motion for summary judgment.

AAA Elec., L.C., v. Agri Processors, Inc., No. 02-1623 (Iowa Ct. App. Dec. 10, 2003) (citations omitted). AGRI's application for further review was denied.

In the trial for the remaining fraud claim, AGRI sought to introduce evidence as to the issue of interest. The district court found for AGRI on the fraud claim. It declined, however, to address the interest issue. Instead, the court determined AAA had already prevailed on the interest issue and had a final judgment to that effect. In its order responding to post-trial motions, the district court stated again, "The summary judgment entered regarding the open account portion of this case is final and has been affirmed on appeal. The defendant's invitation to revisit it is declined." AGRI now appeals the interest issue.

II. Merits

Because the interest issue was decided by the district court and affirmed on appeal by this court, we conclude there was a final judgment on that claim. See *Spiker v. Spiker*, 708 N.W.2d 347, 352 n.1 (Iowa 2006) (holding "an appellate decision becomes the law of the case and the appellate court's decision is final as to all questions decided"); *Mason City Prod. Credit Ass'n v. Van Duzer*, 376 N.W.2d 882, 884-86 (Iowa 1985); *McGuire v. City of Cedar Rapids*, 189 N.W.2d 592, 595-98 (Iowa 1971). That final judgment became the law of the case. We therefore decline to consider it again.

AFFIRMED.