

IN THE COURT OF APPEALS OF IOWA

No. 8-468 / 07-1761
Filed November 26, 2008

CAPITAL PROMOTIONS, L.L.C.,
Plaintiff-Appellant,

vs.

BILLY BAXTER,
Defendant-Appellee.

Appeal from the Iowa District Court for Polk County, Robert A. Hutchison,
Judge.

Capital Promotions, L.L.C., appeals from the district court's grant of
summary judgment in favor of Billy Baxter. **AFFIRMED.**

Kenneth R. Munro, Des Moines, for appellant.

Jodie L. Clark of Davis Brown Law Firm, Des Moines, for appellee.

Heard by Huitink, P.J., and Vaitheswaran and Potterfield, JJ.

HUITINK, P.J.

Capital Promotions, L.L.C., (Capital) appeals from the district court's grant of summary judgment in favor of Billy Baxter (Baxter). It contends the trial court erred in finding no factual dispute as to Baxter's motive. We affirm.

Capital brought this suit against Baxter on a theory of intentional interference with contract. Capital alleges that it had a promotional boxing contract with Walter Tyeson Fields beginning in February 2000, which was to continue through at least February 2005. Capital claims Billy Baxter had a management contract with Fields and, beginning in December 2003, Baxter intentionally and wrongfully interfered with Capital's contractual relationship with Fields.

Baxter moved for summary judgment with supporting documentation. Capital resisted and submitted the affidavit of its principal, Paul Scieszinski, and an affidavit of attorney Kimberley Baer. The district court concluded that Capital had

failed to produce any evidence whatsoever that the actions it claims were taken by Baxter were done for any motive or purpose other than to promote the interest Baxter had in furthering his contractual relationship with Fields. This purpose is not wrongful as a matter of law.

Our review of an order granting summary judgment is for correction of errors at law. *Green v. Racing Ass'n of Cent. Iowa*, 713 N.W.2d 234, 238 (Iowa 2006). The district court correctly enters a summary judgment when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Iowa R. Civ. P. 1.981. On review, we examine the record before the district court and determine whether there was a material fact in dispute and

if not, whether the district court correctly applied the law. *General Car & Truck Leasing Sys., Inc. v. Lane & Waterman*, 557 N.W.2d 274, 276 (Iowa 1996).

On appeal, Capital cites to numerous items which have been placed in the appendix, but which were never presented to the district court. We will not consider these items as they are not properly before us. See Iowa R. App. P. 6.15 (enumerating parts of the record that may be included in appendix).

The elements of an interference with contract claim are: (1) the plaintiff had a valid contractual relationship with a third party; (2) defendant knew of that relationship; (3) defendant intentionally and wrongfully interfered with that relationship; (4) defendant's action caused the third party to breach its contractual relationship with the plaintiff or disrupted the contractual relationship between the third party and the plaintiff by making performance more burdensome or expensive; and (5) plaintiff was damaged by the interference. *Green*, 713 N.W.2d at 243. As in the *Green* case, "the crux of the argument on appeal boils down to whether there are any facts associated with the [plaintiffs'] claim from which a rational jury could find intentional and improper interference." *Id.*

Even assuming the record before the district court established that Baxter intentionally interfered with Capital's relationship with Fields, the record does not support a finding that the interference was wrongful. Capital had a promotional contract with Fields that ran through August 2005. An arbitration action in Nevada established that Capital breached that contract by failing to arrange the required number of fights during the term of the contract. Baxter had a management contract with Fields which required his "best efforts to secure

remunerative contests and exhibitions of unarmed combat for [Fields].” Baxter encouraged Fields to participate in a fight that Capital had arranged. Baxter arranged a fight with promoter Don King in February 2005. Baxter does not improperly interfere with Capital’s contract by exercising his own legal rights in protection of his own financial interests. *Id.*

Capital argues Scieszinski’s affidavit establishes improper motive on Baxter’s part. We recognize that a nonmoving party is entitled to all reasonable inferences in a motion for summary judgment. *See Perkins v. Wal-Mart Stores, Inc.*, 525 N.W.2d 817, 818 (Iowa 1994) (“[S]ummary judgment is like a directed verdict: Every legitimate inference that reasonably can be deduced from the evidence should be given to the nonmoving party.”). However, the requirement to identify specific facts in response to a summary judgment motion includes the requirement to identify those facts that support the inference sought to be drawn. *Green*, 557 N.W.2d at 246. Capital has not done so.

Scieszinski’s affidavit contains countless statements of purported fact for which there is no apparent basis or personal knowledge. No supporting documentation is offered for Scieszinski’s allegations.¹ Scieszinski’s belief alone—no matter how strong—is insufficient to create a factual dispute as to improper motive. The district court did not err in granting summary judgment to Baxter. We affirm.

AFFIRMED.

¹ For example, Scieszinski avers that numerous people acted as agents or representatives of Baxter, but the only documentation offered to the court contradicted these allegations.