

IN THE COURT OF APPEALS OF IOWA

No. 9-393 / 08-1689

Filed July 2, 2009

LEA ANNE BEESON,
Claimant-Appellant,

vs.

**LOWELL E. PHELPS and GARY C.
PHELPS, Fiduciaries of the Estate
of Millard C. Gillis,**
Defendants-Appellees.

Appeal from the Iowa District Court for Linn County, Patrick Grady, Judge.

The claimant appeals from the district court's order denying her claim for compensation for services rendered to the decedent. **AFFIRMED.**

Mark J. Seidel of Seidel & Chicchelly, P.L.C., Cedar Rapids, for appellant.

Richard S. Fry and Nancy J. Penner of Shuttleworth & Ingersoll, P.L.C.,
Cedar Rapids for appellees.

Considered by Mahan P.J., and Eisenhauer and Mansfield, JJ.

MANSFIELD, J.

The issue in this case is whether compensation for nursing services rendered under an implied contract should be characterized as wages under Iowa Code section 614.1(8) (2007) and is subject to the two-year statute of limitations therein. Because we find the services provided by Lea Anne Beeson are substantially similar to the services that were involved in *Patterson v. Patterson's Estate*, 189 N.W.2d 601 (Iowa 1971), and defined therein as “wages” subject to the two-year statute of limitations, we affirm the judgment of the district court.

I. Background Facts and Procedural History

Our factual summary is drawn from the district court’s thorough opinion. Claimant Beeson, forty-four years of age, grew up in the same E. Avenue Northwest neighborhood where the decedent, Millard “Dobie” Gillis, resided. Gillis’s home and large yard were a favorite location for neighborhood gatherings. Beeson and her brother also used Gillis’s place as a safe house when they were teenagers to get away from their alcoholic mother. Beeson resided with Gillis for a couple of years during the mid to late 1980s while she was taking classes at Kirkwood Community College and was going through a divorce. After Beeson moved out, she would transport Gillis to medical appointments, buy his groceries, and run other errands for Gillis because he did not drive. Beeson and Gillis often referred to themselves as having a godfather-goddaughter relationship.

In the early 1990s, Gillis began to have problems with dementia and may have suffered a minor stroke. On September 15, 1994, a voluntary conservatorship was established, and Lowell Phelps was appointed as

conservator. Gillis became less able to care for his own daily needs over time, and Beeson made sure he was bathed and fed, and had his clothes changed on an almost daily basis. Gillis's dementia progressed, and he also began to suffer from skin cancer. Gillis suffered a stroke in 2005 and, after his release from the hospital, he was briefly housed at Living Center West, a long-term care facility, but eventually returned to his home. Gillis died in July 2005. His nephews, Lowell Phelps and Gary Phelps, were appointed executors. Gillis's will was admitted to probate on July 14, 2005.

Beeson did not receive mailed notice of the will's admission to probate. However, Beeson notified the estate of her belief that she deserved compensation in January 2008. On February 29, 2008, Beeson formally filed her claim for compensation. Beeson's claim for services rendered included tasks such as: daily assistance with food preparation, bathing up to two times per week, daily cleaning and maintenance of the household, and laundry services. Beeson's demand of \$134,332.90 was based upon a ten-dollar per hour rate of compensation and twenty-five hours per week of services for approximately ten years.

It is undisputed that there was never an express agreement by Gillis to compensate Beeson for the many hours that she spent caring for him; Beeson claims Gillis intended for her to be compensated "in some fashion."

A contested hearing on Beeson's claim was held on July 28, 2008. The district court held that the services rendered by Beeson were strikingly similar to those found to be "wages" in the *Patterson* case. 189 N.W.2d at 603. Therefore,

the district court found Iowa Code section 614.1(8) applied, barring Beeson's claim as outside the statute of limitations.

II. Standard of Review

Claims in probate are triable at law. *In re Estate of Crabtree*, 550 N.W.2d 168, 170 (Iowa 1996); *In re Estate of Voelker*, 252 N.W.2d 400, 402 (Iowa 1977). Consequently, we review for correction of errors of law. Iowa R. App. P. 6.4. We are bound by the trial court's findings of fact provided they are supported by substantial evidence. *Voelker*, 252 N.W.2d at 402.

III. Analysis

Iowa Code section 614.1(8) establishes a separate statute of limitations for "claims for wages or for a liability or penalty for failure to pay wages." All such claims must be brought within two years.

The dispositive question in this case is whether Beeson's claim for compensation for her services rendered to Gillis over a ten-year period should be categorized as "wages" pursuant to section 614.1(8). Such a determination would result in the application of the two-year statute of limitations and, as a result, bar Beeson's claim. After careful review, we agree with the district court that *Patterson* is on point with this case and should control. *Patterson*, 189 N.W.2d at 605.

Patterson involved a probate claim for nursing services provided to an ailing father-in-law over a three-year period. *Id.* at 603. The father-in-law suffered from various health conditions. *Id.* The claimant often assisted with the daily tasks of caring for a bedridden individual, including bathing and dressing him, changing the bed linens and urinal, and assisting when he had spasms. *Id.*

at 603-04. This assistance continued over a three-year period until the father-in-law's death. *Id.* When his will was admitted to probate, the claimant then sought compensation for the services rendered. *Id.* at 602. The supreme court found there was sufficient evidence to establish the existence of an implied contract. *Id.* at 604-05. It also held that the claim was timely, reasoning that it was "clearly a claim for wages" covered by section 614.1(8), but that it had been brought within two years of the termination of the continuous services. *Id.*

We do not see any meaningful distinction between the services rendered in *Patterson* and in this case. One might argue that the supreme court's observations regarding the applicability of section 614.1(8) are dicta, since the court determined that the claim was timely anyway. However, dicta or not, we believe the supreme court's clear statements of the law are binding on this court. Nor are we aware of any intervening decision or event since *Patterson* was decided that would call into question its continuing vitality.

Seeking to distance herself from *Patterson*, Beeson argues that her claim arises from an implied contract (or to borrow the parlance of an earlier time, is an action for "assumpsit"). Therefore, she contends, it should be subject to the five-year statute of limitations in section 614.1(4). However, this argument fails because wage claims covered by section 614.1(8) are an express exception to section 614.1(4):

Unwritten contracts—injuries to property—fraud—other actions. Those founded on unwritten contracts, those brought for injuries to property, or for relief on the ground of fraud in cases heretofore solely cognizable in a court of chancery, and all other actions not otherwise provided for in this respect, within five years, *except as provided by subsections 8 and 10.*

Iowa Code § 614.1(4) (emphasis added).

Beeson additionally argues that her claim is not for wages. Beeson looks to *Hamilton v. Wosepka*, 255 Iowa 910, 913, 124 N.W.2d 512, 513 (1963), for the definition of wages as “compensation or reward agreed upon by the master to be paid to a servant or to any other person hired to do business for him,” and “paid at stated times, and measured by the day, week, month, or season.” Beeson notes that Gillis did not specifically agree to pay her anything, nor was there a regular payment schedule. However, *Patterson*, decided eight years later, broadens the definition of wages substantially by indicating that an attempt to enforce an implied promise to pay for personal household services rendered by one person to another “is clearly a claim for wages.” *Patterson*, 189 N.W.2d at 605. *Patterson* controls here.

Because Beeson’s claim is for wages, and it was filed at least two years and six months after the termination of services, the district court correctly ruled that her claim is barred by the statute of limitations.

IV. Conclusion

For the reasons set forth herein, we affirm the judgment of the district court.

AFFIRMED.