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IOWA DEFENSE COUNSEL ASSOCIATION

DEFENSE UPDATE

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Who Pays the Tab? Common Issues with Credits and Contribution Involving Dram Shop Claims

By Josh Strief[1] and Jon Vasey[2] of Elverson Vasey, Des Moines, Iowa

Josh Strief

Jon Vasey

Dram shop claims are unique. They exist solely due to statutory enactment and are typically exempt from comparative fault principles that permeate most other aspects of personal injury litigation in Iowa. Even seasoned dram shop practitioners encounter issues in determining the interplay between dram shop claims and other types of claims. This article explores that interplay by examining common questions about credits and contribution when a dram shop claim is involved.

CREDITS: When the injured party receives a payment from one defendant, the other defendants should attempt to determine whether the payment results in a credit against the amount the other defendants may

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WHAT'S INSIDE

IDCA President's Letter

Susan Hess
IDCA President

Greetings everyone:

I am honored to lead this organization as your President for the next term.

It was wonderful to see so many of your faces at our annual meeting and seminar this year. It's been a slow and bumpy road as we navigate the process of starting to return to being in person for court hearings, depositions and trials. Our annual meeting and seminar could not have been possible without the careful planning of our executive director, Heather Tamminga, and the team at Amplify. They ensured that participants, vendors and sponsors were comfortable and put measures in place to keep our membership safe and informed.

Year after year, we are able to put on a top-notch seminar due in large part to our wonderful sponsors. Many of the vendors and organizations are annual contributors, providing services that benefit our clients and assist us in our practice. Please be sure to take note of those sponsors, consider their services, and thank them for their support.

This year we added a focus on wellness and diversity. Yes, they are now required as our annual CLE reporting, but it is also important to focus on these issues and be mindful that as attorneys, we have an obligation not only to our clients and the profession, but also to be introspective and look at how we are doing as we take on the difficult tasks we deal with daily. It is my hope that as a leading organization in our profession, we can work toward an increased awareness of health and wellness. To that end, this year we added a morning fun run/walk to the agenda. It was still dark out on Friday morning as seven of us took off from the Embassy Suites and enjoyed a run through downtown Des Moines. Many thanks to all who participated, and I hope we can make that a new annual tradition.

I can't thank our speakers enough for dedicating their time to share specialized knowledge and experiences with us. Each presentation was informative and timely. We were very lucky to have several panels with judiciary from all branches of our court system provide updates and tips on how to navigate the court system with civility. I want to give a special thanks to Frank Ramos who traveled from Miami, Florida to facilitate our Board retreat and share many innovative ways we can lead our firms and mentor young attorneys post-COVID. I'm excited about our upcoming initiatives, including a six-part webinar series throughout the next calendar year to provide our members with additional benefits. Please be sure to watch your inbox for details. We truly have a talented and energetic board, and I hope to use that energy to gain membership and spread the word about the benefits of joining IDCA.

Many thanks to our outgoing President, Steve Doohen, who led us through 2020 and all of the challenges that went along with it. Steve has been a long-time member and his contributions to the organization leave big shoes to fill. Steve will remain involved to assist with our legislative initiates that we have planned. If you have an interest in working with any of our committees, or getting involved with the organization, please feel free to reach out to me. Also, remember to post your verdicts and settlements on the website, and add helpful content you may have to the community forum. This is meant to be a space for our members to share ideas and tips, and also to reach out for help if you need assistance from other members. If you have ideas for webinar topics, or know someone who may benefit from joining IDCA, please reach out to me by phone or email me at susan@hammerlawoffices.com with your thoughts.

Susan Hess

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owe the injured party. However, dram shop claims operate outside Iowa's comparative fault act, meaning litigants in cases involving dram shop claims must look elsewhere to determine the extent of credits.

DOES A DEFENDANT TO A NEGLIGENCE CLAIM RECEIVE ANY KIND OF CREDIT IF THE INJURED PLAINTIFF SETTLES HIS OR HER DRAM SHOP CLAIM?

Yes, the defendant under these circumstances would be entitled to a credit under the Pro Tanto Credit Rule.

In *Jamieson v. Harrison*, 532 N.W.2d 779 (Iowa 1995), the Iowa Supreme Court considered a case where the injured plaintiff settled a dram shop claim against a tavern owner before proceeding to trial against a separate defendant on a premises liability claim. The Court held that because no fault could be attributed to the dram shop, the Proportionate Credit Rule described in Iowa Code § 668.7 was inapplicable, leaving the Court to apply the Pro Tanto Credit Rule. Under the Pro Tanto Credit Rule, a defendant is entitled to "a dollar-for-dollar credit for monies received by a plaintiff from settling parties in compensation for the plaintiff's damages." *Id.* at 781. The defendant must show that absent that credit, the plaintiff would receive more than full compensation for his *injuries*. *Id.* This is different than whether the plaintiff would recover more than the amount of a *judgment*.

In *Jamieson*, the plaintiff settled his dram shop claim for $9,000.00. The plaintiff then proved damages totaling $20,000 against a separate defendant for premises liability, but because plaintiff was found 50% at fault the district court entered judgment for $10,000. The premises liability defendant argued it should only be obligated to pay $1,000, as it should receive a credit of $9,000 on the $10,000 judgment. The Iowa Supreme Court disagreed, holding that the $9,000 dram shop settlement acted as a credit against the total *injury* damages of $20,000, meaning as long as plaintiff wasn't entitled to recover more than $11,000 the Pro Tanto Credit Rule would not reduce the amount owed by the premises liability defendant.

Based on the *Jamieson* Court's reasoning, it appears likely the Pro Tanto Credit Rule would also apply to the benefit of a dram shop when an injured party settles a negligence claim. *Id.*

ARE UNDERINSURED OR UNINSURED MOTORIST INSURANCE CARRIERS ENTITLED TO ANY CREDITS IF THE INJURED PLAINTIFF SETTLES HIS OR HER DRAM SHOP CLAIM?

Likely yes. Assuming the insurance policies provide the correct language, underinsured motorist carriers are entitled to essentially a Pro Tanto Credit, while uninsured motorist insurance carriers are likely entitled to full credit for the insured's net recovery against their limits.

In *Zurrn v. State Farm Mut. Auto. Ins. Co.*, 482 N.W.2d 923, 926 (Iowa 1992), the Court considered the extent to which a $50,000 dram shop claim settlement should be applied towards an underinsured motorist claim. The parties stipulated to damages of $125,000, and the plaintiff had $50,000 underinsured motorist limits. The Supreme Court held that because the goal of underinsured motorist coverage is to make the insured whole, the credit for the dram shop recovery should be calculated against

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the total *damages* suffered by the injured party. This appears to be similar to application of the Pro Tanto Credit Rule. The Court held that reducing the insured's damages of $125,000 by the $50,000 dram shop settlement left damages of $75,000, which exceeded the $50,000 underinsured motorist limits and meant the underinsured motorist carrier owed the full limits despite the credit. *Id*.

The treatment of a dram shop settlement appears to be different in the context of uninsured motorist benefits. In *Matter of Estate of Allgood*, 509 N.W.2d 486, 487 (Iowa 1993), the Iowa Supreme Court held that uninsured motorist carriers are entitled to full subrogation rights against any dram shop recovery. In that case, the uninsured motorist carrier paid its $100,000 limits to its injured insured. Its insured later obtained a judgment of $300,000 against an intoxicated driver, but the insured was unable to collect that judgment. The insured also collected a $100,000 settlement against the dram shop who served the intoxicated driver. The uninsured motorist carrier sought recovery of $66,666.67 from its insured, which represented the insured's net recovery from the dram shop settlement. The Iowa Supreme Court held that the uninsured motorist carrier was entitled to full recovery of the $66,666.67 from its insured. This different treatment relates to the goal of uninsured coverage, which is only to guarantee a minimum recovery, which differs from underinsured coverage's goal of making the insured whole.

Although *Matter of Estate of Allgood* considered a subrogation claim, its holding would suggest that if the timing of the payments was different, i.e. the dram shop settlement occurred before any uninsured motorist benefits were paid, the uninsured motorist carrier would likely receive a credit for at least the plaintiff's net recovery from the dram shop claim. *See id*.

ARE DRAM SHOPS ENTITLED TO ANY CREDITS FOR PAYMENTS MADE BY AN UNDERINSURED OR UNINSURED MOTORIST CARRIER?

Unclear.

The Iowa Supreme Court has not yet directly addressed whether a dram shop carrier is entitled to credit for amounts paid by an underinsured or uninsured motorist carrier. As a practical matter, if the underinsured or uninsured motorist carrier has retained its subrogation rights, it seems unlikely that a dram shop should expect to receive any kind of credit, as the underinsured or uninsured carrier may be entitled to pursue subrogation against any funds recovered from the dram shop. On the other hand, if the underinsured or uninsured motorist carrier waives its right to subrogation, it would appear the dram shop has a better argument that it should be entitled to some kind of credit in order to prevent a plaintiff from recovering more than the value of his or her injuries.

CONTRIBUTION: The Iowa Supreme Court has held "[c] contribution is an equitable remedy requiring joint tortfeasors liable to an injured third party to share the burden of damages." *Schreier v. Sonderleiter*, 420 N.W.2d 821, 823 (Iowa 1988) (citations omitted). Contribution issues can be a source of significant uncertainty for litigants, particularly for claims between dram shops.

CAN A DRAM SHOP MAINTAIN A CONTRIBUTION CLAIM AGAINST ANOTHER DRAM SHOP?

Yes.

In *Schreier v. Sonderleiter*, 420 N.W.2d 821 (Iowa 1988), the Iowa Supreme Court held a dram shop may maintain a contribution claim against another dram shop. The Court stated "our dramshop law, while providing the exclusive right of action for injured parties against liquor licensees, does not limit the right of one dramshop to bring a cause of action against another dramshop for contribution."

HOW DOES THE COURT EVALUATE CONTRIBUTION BETWEEN TWO DRAM SHOPS?

Unclear, but most likely courts may try to determine the proportional share of liability between the dram shops in a contribution action by affixing percentages of liability to each dram shop.

Iowa courts have not provided a bright line rule for determining contribution claims between two dram shops. A brief history of treatment of dram shop contribution claims is necessary to understand this issue.

In *Schreier*, the Iowa Supreme Court held that proportional allocation of fault between two dram shops in a contribution action was appropriate. The jury had returned a special verdict on the contribution claim between the two dram shops, which assessed the "percentages of comparative fault" between the two dram shops, and the Supreme Court affirmed. *Schreier*, 420 N.W.2d at 825 (citing *Franke v. Junko*, 366 N.W.2d 536 (Iowa 1985), for the proposition that courts should measure the percentage of common liability of each party in the contribution action. *Franke* marked an abandonment of the previous contribution rule, where the total judgment would be divided equally among those liable to the injured person). In *Slager v. HWA Corp*., 435 N.W.2d 349, 358 (Iowa 1989), the Supreme Court approved the *Schreier* Court's application of contribution principles while noting contribution involving dram shops should not involve the comparative fault act, primarily Iowa Code § 668.5.

Taken together, the *Schreier* and *Slager* decisions suggest Iowa courts should determine the percentage of each dram shop's common liability to the injured party when determining contribution. However, until the Supreme Court directly considers the issue of comparing contribution between dram shops or between dram shops and other parties, the suggestion here is only a best guess.

CAN A DRAM SHOP MAINTAIN A CONTRIBUTION CLAIM AGAINST THE ALLEGEDLY INTOXICATED INDIVIDUAL IT'S CLAIMED TO HAVE OVERSERVED?

Likely yes.

In *Ayers v. Straight*, 422 N.W.2d 643, 645 (Iowa 1988), the Iowa Supreme Court suggested a dram shop could maintain a contribution claim against the intoxicated driver because they share common liability to the injured party. The Court held "the dram shop and intoxicated driver share[s] common liability to an injured third party even though liability rest[s] on the separate grounds of strict liability and common law negligence." *Id.* at 646-47.

CONCLUSION

It is likely the Iowa Supreme Court will at some point need to further clarify Iowa law on several of these issues, such as determining contribution between dram shops and whether dram shops are entitled to credit for underinsured or uninsured motorist payments. In the meantime, attorneys defending cases involving dram shop claims should be careful to file necessary contribution claims and receive proper credits for payments by other parties.

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2 Jon Vasey is a founding partner at Elverson Vasey, where his practice has involved insurance defense and subrogation for more than thirty years. Jon serves as the District V representative on the IDCA Board of Governors. For more information about Jon, please visit: https://www.evpllp.com/attorneys/jon-vasey

IDCA 2021 Fall Defense Update

Disjointed, an Update as to Recent Developments in Scheduled Member vs. Body as a Whole Injuries in Workers' Compensation

By Adam Bates[1] and Jordan Gelhaar[2]

Adam Bates

Jordan Gelhaar

Iowa Workers' Compensation law experienced significant amendments in 2017. Possibly the greatest change involved the legislature adding the "shoulder" to the list of scheduled members, meaning permanent partial disability benefits are pre-determined for that body part. *See* Iowa Code § 85.34(2)(n) (2021). In effect, when an employee sustains an injury to the shoulder, they will receive an upper extremity rating determined by their functional impairment; this is multiplied by the number of weeks provided by the legislature (400 weeks for the shoulder) to ascertain the number of weeks for which compensation is due.

Prior to this amendment, shoulder injuries were of course considered a "body as a whole" injury resulting in an industrial disability analysis. With an industrial disability claim, the determination of the injured worker's permanent disability is the effect the whole person injury has on employability or earning capacity, as determined by a number of factors. Generally, industrial disability for body as a whole injuries are compensated higher than functional disability for scheduled member injuries. As such, after the 2017 amendment, claimants consistently argued for industrial disability for shoulder injuries despite the legislature's direction. This created an issue of statutory interpretation for the Agency and courts because the legislature did not define what constituted the "shoulder."

Scheduled versus whole-body injury disputes are often resolved by determining the "situs," or anatomical location of the injury. If the situs of the injury is the "shoulder" then compensation is due under the schedule; if not, then it is a body as a whole injury compensated industrially. Originally, the Agency determined "shoulder" was limited to the ball and socket joint and did not include other connected anatomical parts. *See Smidt v. JKB Restaurant, LC*, File No. 5067766 (Arb. Dec. May 6, 2020). As a result, practitioners were utilizing the "proximal rule" which dictates that the proximal point of a joint is used to classify an injury. For example, an injury of a wrist is compensated as an arm rather than a hand.

In a recent example, a Deputy Commissioner determined that since the lower extremity includes the socket side of a hip joint, and a hip replacement takes place on the socket side, the "situs" was the lower extremity, and the claimant was compensated under the schedule. *See West v. Wal-Mart, Inc.*, File No. 1649874.01 (Arb. Dec. May 20, 2021). However, even where the situs of the *injury* is on the statutory schedule, compensation could be based on body-as-a-whole where the *impairment* extends to other parts. *See, e.g., Masterbrand Cabinets, Inc. v. Simons*, 2021 WL 4304957 (Iowa Ct. App. Sept. 22, 2021) (finding quadriceps tendon should be compensated as whole-body rather than leg). For example, a claimant fell and fractured his heel, and the parties disputed whether the situs of the injury was the lower extremity or the whole body. The Deputy found that while his gait was affected by the injury, he expressed no pain or problems with his hip, lower back, or any other parts of his body "that may invade the body as a whole." *Welsh v. All In One Constr.*, File No. 5053006 (Arb. Dec. April 30, 2019). After an injury is determined to be to the body as a whole, the situs of the injury is a factor to consider in industrial analysis.

To support their asserted method of compensation, parties routinely dispute what specific muscle, tendon, or bone is affected in the shoulder area, and whether that is proximal or distal to the shoulder joint. Slowly, through various opinions, the definition of "shoulder" has expanded to include anatomical parts that are essential to the functioning of the shoulder joint, such as

the rotator cuff muscles, labrum, or acromion. *Chavez v. M.S. Technology, LLC*, File No. 5066270 (Arb. Dec. Feb. 5, 2020). It has also been found that where injury and recovery impact or involve muscles of the upper back, the injury is to the body as a whole rather than the shoulder. *Bolinger v. Trillium Healthcare Grp.*, File No. 5060856 (Arb. Dec. June 17, 2021) (involving a reverse shoulder replacement).

The shoulder is a prime example of what it takes to prove the situs of an injury, and how vital that determination is to the exposure in a case. Although findings have been made as to legislative intent and specific anatomical parts, what constitutes the "shoulder" is far from clear. When there is a potential issue as to the situs of an injury, parties should pay close attention to medical records, reports, and testimony regarding what specific body parts are involved in both the treatment and recovery, and how that injury could be affecting the employee's bodily functioning. Specifically, if an injury involves a joint such as a shoulder or a hip, it is important to obtain medical opinion as which parts of the joint—be it proximal or distal—that are involved in the injury as such could mean the difference between a scheduled member injury and an one to the body as a whole.

1 Adam is a partner and trial attorney with Peddicord Wharton and primarily practices in workers' compensation and personal injury defense.

2 Jordan is a Drake Law Student and current Law Clerk at Peddicord Wharton who will be joining Peddicord Wharton upon completion of the bar examination in September 2022.

New Lawyer Profile

Brianna Long

In every issue of *Defense Update*, we will highlight a new lawyer. This issue, we get to know Brianna Long at Nyemaster Goode, P.C. in Des Moines, Iowa.

Brianna Long is a civil defense litigator and shareholder at Nyemaster Goode, P.C. in Des Moines, where she focuses primarily on complex commercial litigation and employment defense litigation. Bri has experience handling matters from day-to-day advising through trial and practices in a variety of industries. She earned her undergraduate degree in Finance with a certificate in Risk Management and Insurance from The University of Iowa in 2011. After graduating from Iowa Law in 2014, Bri moved to Phoenix, Arizona and spent a year clerking for Justice Timmer of the Arizona Supreme Court before starting at Snell & Wilmer, LLP. At Snell, Bri was a commercial litigation associate, and had experience in complex civil trials, including subpoenaing and tracking 1,200 witnesses to appear and testify at a weeklong trial challenging a ballot initiative for a constitutional amendment.

Originally from Urbandale, Iowa, Bri and her husband were sick of the sunshine and missing those cold Iowa winters, so they moved back to Des Moines in the winter of 2018. Bri joined Nyemaster upon her return and has enjoyed practicing alongside and learning from the seasoned trial lawyers at the firm. She and her husband live in Urbandale with their two children, Hayden (3) and Will (1), and ornery dog Bryzzo. Bri spends most of her free time outside of work enjoying the trails, restaurants and activities around Des Moines with her family, and always finds time to cheer on the Hawkeyes.

Case Law Update

By Luke Jenson, Swisher & Cohrt, PC, Waterloo

Luke Jenson

LUKKEN V. FLEISCHER, 962 N.W.2D 71 (2021)

WHY IT MATTERS

The *Lukken* decision is relevant for future controversies related to the degrees of control that give rise, or exclude, a party from having a duty to another party. It also provides a clear statement on the status of exculpatory clauses under Iowa law.

FACTS

In 2014, a ski resort hired a company ("Company A") to design and build a zip line that relied on both mechanical and human-operator knowledge and skill in providing a safe landing for customers. The zipline was opened to the public, but the resort decided changes were needed after several problems had occurred that were attributed to "operators . . . [failing] to sufficiently slow riders using grip friction on the rope to control" a safety feature on the ride. *Id.* at 74. The resort hired a different company ("Company B") to review and design a new safety system that was installed by a third entity ("Company C"). Company A was never informed of the review and installation. The new system required that a human operator only reset the safety function after each use.

After the new system was installed, Mr. Lukken arrived to the ski resort and signed a waiver-of liability agreement. Prior to his ride on the zipline, the human operator failed to reset the safety feature, and Mr. Lukken ended up fracturing his neck. His lawsuit named the ski resort and Company A as defendants, among others.

PROCEDURAL HISTORY

The district court granted summary judgment in favor of Company A, finding that it had not breached a duty to Lukken or caused his injuries because Company A did not control the zipline and the cause of the injuries were from a system that was not designed or installed by Company A. The district court further found that the waiver-of-liability agreement, in which Lukken had agreed to waive "any and all acts of negligence," was enforceable and prevented Lukken from pursuing any of his claims, even a claim for "gross negligence."

ANALYSIS

In determining whether a claim against Company A could stand, the Court reemphasized the importance of control as a "consideration in whether a duty exists." *Id.* at 77. In this situation, the Court held that control of the zipline was no longer with Company A "once [the ski resort] decided to replace the braking system." The language used in the opinion causes concern. Is there really a transfer of control at the time when the resort *makes a decision* to replace? Or does the control transfer when that decision to replace is effectuated and the new system is installed? For support for the latter idea, the Court states that, "[Company A]'s braking system didn't fail; it no longer existed" *id.* and "When [the ski resort] scrapped [Company A's] original braking system and installed [Company B]'s braking system, [Company A] was relieved of any liability associated with insufficient stopping capacity or other effects in its original braking system." *Id.* at 78. But the decision further states, in support of an earlier point that transferred control: "When [the ski resort] *decided* to install a different braking system, it became the responsibility of [the ski resort and Company B] to assure the safety of that system." *Id.* [emphasis added]. The Court treats the *decision* to install a new system and the actual installation of the new system as one single event. In other scenarios, the control aspect might not be as clear cut. For example, suppose that the ski resort decided that there were some problems with the braking system and a new system could be installed after the current season ended but before the next season. Meanwhile, the resort still allows customers to use the current zipline, and an injury ensues. A decision to replace the braking system had been made, and there's little doubt that the *Lukken* opinion would hold that the ski resort had control of the zipline. But where does that leave Company A? Is all the control with the ski resort, or does Company A also share some degree of liability for the system?

Some murkiness thus remains on the control issue, but under the *Lukken* facts, the accident came after both a decision to replace made by an entity other than Company A and an installation of that new system designed and installed by entities other than Company A. Company A therefore had no control of the zipline at the time of the accident and no facts showed its previous design and build was the cause of the accident. In a concurrence, Justice Appel argued that the focus of control given by the majority of the Court risked carving out too large of a gap for contractors

who are no longer in possession of the subject matter but still might be liable where the risk was in the scope of the contractor's duties: "The analysis after a contractor is no longer in control of the premises concerns the fact-based questions of whether the risk was within the scope of liability and causation, not the legal question of duty." *Id.* at 83.

As for the waiver-of-liability agreement (aka, exculpatory clause or "hold harmless" clause), the Court provides a very clear and instructive analysis of what is allowed and what will not be enforced.

A clause that exempts a party from its own negligence, using clear and unequivocal language *is enforceable* against a party who was of full age and competent understanding who entered into the agreement freely and voluntarily. *See id.* at 79.

A clause, or the use of such a clause, that attempts to exempt a party from wanton, reckless, and willful or intentional acts *is not enforceable* as they "generally violate public policy." *Id.* at 82.

Lukken had argued that the actions of the defendants had risen to levels of "gross negligence." The Court noted, however, that "gross negligence," while certainly a legal term relevant to various statutes under Iowa law, is not particularly relevant to common law negligence claims. *See id.* at 81 ("Under our common law 'there are no degrees of care or of negligence in Iowa,' . . . and we thus do not recognize a tort cause of action based on 'gross' negligence as distinct from 'ordinary' negligence."). To the extent that Lukken had a claim that the defendants had acted wantonly, recklessly, or willfully, that claim should not have been dismissed on summary judgment.

DUMONT V. QUINCY PLACE HOLDINGS, LLC, 2021 WL 4593184 (IOWA CT. APP., OCT. 6, 2021)

WHY IT MATTERS

This case reaffirms that a witness's speculation or conjecture is not a legitimate basis to deny summary judgment where no other facts create a genuine dispute in negligence cases.

FACTS

An injured party alleged a mall and janitorial service were negligent after he fell while entering the premises. The plaintiff's only real support obtained throughout discovery had been from a mall walker, who *hypothesized* that the rug at the entry of the mall where the fall occurred had folded over. However, the mall walker had not actually seen the fall nor the rug folded over "even though he had passed the area several times before [Plaintiff]'s fall." *Id.* at *2. The defendants, on the other hand, had obtained affidavits relating to the practice of the cleaning of the rugs nightly and that staff had inspected the area "twenty minutes prior to [Plaintiff]'s fall and did not see the rug folded-over." *Id.*

ANALYSIS

The Plaintiffs' claims were dismissed by summary judgment. The Court of Appeals agreed with the lower court's decision, finding that:

> One witness's hypothesis of how an event happened, unsupported by his own observations and the rest of the record, is mere speculation. Without this speculation, the [Plaintiffs] fail to set out any facts showing what the dangerous condition was, how long it existed, if the defendants knew or should have known of it, or even that it caused [Plaintiff]'s fall. *Id.*

A landlord's duties to entrants extend to dangerous conditions that they have actual or constructive knowledge of: "there cannot be a breach of duty if the defendant has no knowledge of a danger." *Id.*

IDCA Annual Meeting Recap

IDCA returned to in-person events this year, and held the Annual Meeting & Seminar, September 16–17, at the Embassy Suites Des Moines Downtown. Nearly 130 attendees heard from experts, networked, and met with exhibitors. Planning is underway for the 2022 event, September 15–16, back at the Embassy Suites Des Moines Downtown.

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AND THE AWARD GOES TO . . .

IDCA celebrated award recipients during a networking reception at Principal Park. Even Cubbie Bear joined in on the fun and congratulated this year's recipients!

OUTGOING BOARD MEMBER AWARDS

The following Board member was recognized for his years of service on the IDCA Board of Directors:

Frank Harty, Nyemaster Goode, PC, Des Moines, served two terms as At-Large Representative. Harty's partner, Katie Graham, accepted the award on Frank's behalf.

PRESIDENT'S AWARD

The President's Award is in honor and recognition of superior commitment and service to IDCA. The following members have worked diligently in furthering IDCA's mission:

Katie Graham, Nyemaster Goode, PC, Des Moines

Luke Jenson, Swisher & Cohrt, Waterloo

RISING STAR AWARD

The Rising Star Award is bestowed upon IDCA members who have shown outstanding commitment and leadership in the organization and who have been members of the organization for five years or less. Rising Star nominations are from committee chairs and voted on for approval by the Board of Directors.

Blake Hanson, Bradshaw Fowler Proctor & Fairgrave, PC in Des Moines

EDDIE AWARD

In 1988, then president Patrick Roby proposed to the board, in Edward F. Seitzinger's absence, that the IDCA honor Ed as a founder and first president and for his continuous, complete dedication to IDCA for its first 25 years by authorizing the Edward F. Seitzinger Award, which President Roby dubbed "The Eddie Award." Edward Seitzinger was an attorney with Farm Bureau and besides his family and work, IDCA was his life. This award is presented annually to the IDCA member who contributed most to the IDCA during the year. It is considered IDCA's most prestigious award.

Amanda Richards at Betty, Neuman & McMahon, PLC, in Davenport.

MERITORIOUS SERVICE AWARDS

The Meritorious Service Award is bestowed upon IDCA members whose longstanding commitment and service to the Iowa Defense Counsel Association has helped to preserve and further the civil trial system in the State of Iowa.

Richard Whitty, O'Connor & Thomas Law Firm, P.C., in Dubuque

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IDCA Annual Meetings

September 15–16, 2022

58TH ANNUAL MEETING & SEMINAR

September 15–16, 2022
Embassy Suites by Hilton, Des Moines Downtown
Des Moines, Iowa