

No. 97-1876. [8-625] ZOHN v. MENARD, INC.

Appeal from the Iowa District Court for Polk County, Jerrold W. Jordan, Judge.
AFFIRMED IN PART, REVERSED IN PART, AND REMANDED. Heard by Sackett, C.J., and Huitink, Streit, Vogel and Mahan, JJ. Zimmer, J., takes no part.
Opinion by Huitink, J. (14 pages \$5.60)

Jim Foster, Ronnie G. Newton, Douglas Rice, Paul Prangler, Odilon Sales, Louis Hays, Olivia Wright and Marva Harris were among twelve plaintiffs who sued Menards, Inc. and Midland Security seeking damages allegedly caused by the tortious conduct of Menard's and Midland's employees. All plaintiffs were variously detained, questioned, and subjected to searches by security personnel at Menard's stores. The plaintiffs' theories of recovery included false imprisonment and extortion. The defendants claimed entitlement to judgment as a matter of law on all of the plaintiffs' claims. The district court agreed as to the above plaintiffs and granted the defendants' joint motion for summary judgment. The district court premised its disposition of the plaintiffs' false imprisonment claims on the defendants' statutory "immunity" from civil liability for false imprisonment claims by customers suspected of shoplifting. The court rejected plaintiffs' extortion theories citing the absence of evidence the defendants obtained anything of value by threatening to accuse the plaintiffs with a public offense.

OPINION HOLDS: *Plaintiffs' False Imprisonment Claims.* We reverse the district court's grant of summary judgment with regard to the false imprisonment claims of Foster, Rice, Prangler, Hayes, and Harris. We find disputed issues of material fact exist concerning these claims, and the district court erred in granting summary judgment. We find, however, the grant of summary judgment was proper as it relates to the false imprisonment claims of Newton and Wright.

Paul Prangler's and Odilon Sales' Extortion Claims. Prangler and Sales were detained and questioned by Menard's employees. Each was assured that no criminal charges would be filed against them if they signed written confessions, restitution agreements, and a waiver of rights form absolving Menards from civil liability. Both signed and no criminal charges were filed against them. Each subsequently received a letter from Menards demanding restitution. The district court found Prangler and Sales' failed to show the defendants did anything for the purpose of obtaining anything of value. Defendants claim they obtained nothing of value by compelling Prangler or Sales to sign a confession, release, or restitution agreement in exchange for their willingness to forego criminal charges. We disagree. The "anything of value" element of extortion has been extensively considered in *State v. Crone*, 545 N.W.2d 267 (Iowa 1996). We, like the court in *Crone*, believe the district court's reading of *French* is too broad. The usefulness of the documentation obtained from plaintiffs to secure restitution is arguably "anything of value" as defined in *Crone*. Because Prangler and Sales have raised resulting issues of fact concerning this element, we reverse the district court's dismissal of their extortion claims.