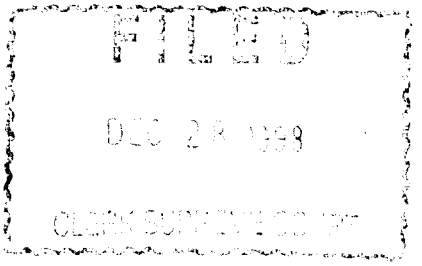
IN THE COURT OF APPEALS OF IOWA

No. 8-543 / 97-1694
Filed December 28, 1998

STATE ex rel., JAMES C. EATON, CECIL W. CHINDLUND, DAVID MORTENSEN and GREG MATTSON,
Plaintiffs-Appellants,
vs.

RON LAHR, MICHAEL BINDER, DAVID FRIEDRICH, WALDO JOHNSON, G. RANDY McKIBBEN, DELBERT RIEMAN, MARK REHNSTROM, RONALD SIEPKER, and BUENA VISTA MUTUAL INSURANCE ASSOCIATION,
Defendants-Appellees.



Appeal from the Iowa District Court for Buena Vista County, Frank B. Nelson, Judge.

The appellants challenge the district court's ruling granting the appellees' motion for summary judgment in a quo warranto action. **AFFIRMED.**

Chris J. Scheldrup and Paul D. Gamez of Moyer & Bergman, P.L.C., Cedar Rapids, for appellants.

Brent B. Green and R. Mathieson Duncan of Duncan, Green, Brown, Langeness & Eckley, P.C., Des Moines, and Colin J. McCullough, Sac City, for appellees.

Heard by Streit, P.J., and Vogel and Mahan, JJ.

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STREIT, P.J.

Plaintiffs appeal the trial court's grant of summary judgment in favor of defendants. Plaintiffs argue Buena Vista Mutual Insurance Association improperly rejected the nomination papers of Greg Mattson and failed to provide them a copy of the Buena Vista membership list.

I. Background & Facts.

Defendant Buena Vista Mutual Insurance Association is a county mutual insurance association. Plaintiffs, James C. Eaton, Cecil W. Chindlund, David Mortensen, and Greg Mattson are members of Buena Vista who submitted nomination forms to run for election to the Board of Directors of Buena Vista.

Plaintiff Mattson's nomination form was rejected because, according to Buena Vista, his form was deficient. On January 26, 1996, Mattson submitted his nomination papers to Ron Lahr, secretary of Buena Vista. The nomination form submitted by Mattson required the signatures of at least three members of Buena Vista. Mattson's form contained the signatures of Dick Rice, Terry Myer, and Harry Melander as nominators. Mattson had signed on the nomination form as a candidate.

In mid-January of 1996, Ron Lahr became aware Harry Melander was not a member of Buena Vista. Ron Lahr confirmed this fact and, on February 20, 1996, informed Greg Mattson his nomination paper was deficient because it was not signed by three nominators that were members of Buena Vista. The deadline to submit

nomination papers was January 28, 1996. Mattson was not submitted as a candidate for the Board at the February 27, 1996, annual meeting.

Plaintiffs' second matter of concern is John Eaton's January 30, 1996, request to Ron Lahr requesting Eaton be provided with a list of current members of Buena Vista. Ron Lahr denied his request.

Plaintiffs obtained leave to institute quo warranto[1] proceedings against Buena Vista to challenge the validity of the election and the denial of the member list. Defendants motioned for summary judgment. The court granted the motion. The plaintiffs appeal.

II. Standard of Review.

Our review of a grant or denial of summary judgment is at law. Iowa R. App. P. 4; *Gabrilson v. Flynn*, 554 N.W.2d 267, 270 (Iowa 1996). Summary judgment is only appropriate when no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law. Iowa R. Civ. P. 237(c); *Phipps v. IASD Health Servs. Corp.*, 558 N.W.2d 198, 201 (Iowa 1997). To determine whether there is a genuine issue of material fact, the court must examine the pleadings, depositions, answers to interrogatories, admissions on file, and affidavits. Iowa R. Civ. P. 237(c). The record here consists of the pleadings, affidavits, and exhibits. We review the record in the light most favorable to the party opposing summary judgment; in this sense, we consider a motion for summary judgment as we would a motion for directed

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[1] An extraordinary proceeding to prevent a continued exercise of authority unlawfully asserted.

verdict. *Smith v. CRST Int'l, Inc.*, 553 N.W.2d 890, 893 (Iowa 1996). Under this standard, summary judgment is inappropriate if reasonable minds would differ on how the issue should be resolved. *Dickerson v. Mertz*, 547 N.W.2d 208, 212 (Iowa 1996).

III. Sufficiency of Nomination Form.

There is no dispute the nomination form submitted by Mattson required the signature of three nominators that are members of Buena Vista. The Buena Vista Articles of Incorporation state:

> ARTICLE VI. - DIRECTORS AND OFFICERS
> The corporate powers of the Association shall be vested in a Board of 9 directors, each elected by a majority of the annual meeting for terms of three years, or until their successors are duly elected and qualified. Any nomination for the office of director of the Association shall be filed in writing with the Secretary of the Association at least thirty days in advance of the annual meeting at which election is sought. *Such written nomination shall be signed by three or more members of the Association.* The number of directors to be elected at each annual hereafter shall be determined by the number of terms which expire on the date of each meeting. (emphasis added).

There is no dispute Harry Melander was not a member of Buena Vista at the time of signing the nomination form. The dispute is the plaintiffs' contention that Greg Mattson's one signature served as being signed as a nominator-member as well as a candidate. We hold as a matter of law Greg Mattson's one signature without further clarification could not serve as being signed as a candidate and nominator-member.

We do not hold that Mattson could not have signed twice—once as a candidate and once as a nominator-member. Nor do we hold he could not have signed once and

provided a notation indicating he was signing in a dual capacity. Mattson did not do either. He signed merely as a candidate. A helpful analogy is in contract law, where specificity of a signature defines liability under the contract. *See Gouge v. McNamara*, 8-114 / 97-0134 (Filed September 30, 1998). In *Gouge*, this court found the president-sole shareholder of a company personally liable under a contract, rather than holding only the corporation liable, where he had signed "Pete Gouge and P.D. Gouge, Inc." rather than signing "P.D. Gouge, Inc. by Pete Gouge." Here, Mattson specified himself as a candidate, not as a nominator-member. Under these facts, we affirm the trial court's grant of summary judgment on this issue.

IV. Duty to Provide Member List.

Plaintiffs contend Buena Vista had a common-law duty to provide John Eaton with a member list upon request. Buena Vista is a county mutual insurance association organized under Chapter 518 of the Iowa Code. Pursuant to that chapter, the association is governed by the provisions of Chapter 491. While Chapter 491 does contain a specific provision relating to the duty of corporations to provide records to its shareholders, that provision specifically does not apply to insurance companies. Iowa Code § 491.50 (1997). Plaintiffs' contentions Buena Vista had a common-law duty to provide records is not supported by Iowa law. For these reasons, the trial court's grant of summary judgment on this issue is affirmed.

AFFIRMED.