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Iowa

Are preventability determinations and internal accident reports discoverable or admissible in your state? What factors determine discoverability or admissibility?

Iowa courts have not specifically addressed the issue of whether preventability determinations are discoverable or admissible. As a general rule, if documents are "created in essentially similar form irrespective of the litigation," it is discoverable and not protected by the work-product privilege. *Wells Dairy, Inc. v. American Ind. Refrigeration*, 690 N.W.2d 38, 46 (Iowa 2004). Further, Iowa courts have refused to recognize a common law "self-critical-analysis" privilege and have held that any such privilege must come from the Iowa legislature. *Id.*; *see also* Iowa Code § 147.135 (Iowa state courts apply the self-critical analysis privilege solely in the context of hospital or medical peer review panels). Thus, preventability determinations could be argued to be discoverable under existing Iowa rules and case law. However, to combat admissibility, one can argue that the prejudicial impact of such reports outweigh the probative nature of the reports. *See* Iowa R. Evid. 5.403. Moreover, a post-accident preventability determination could be characterized as a subsequent remedial measure which, even if discoverable, should not be admissible at trial. *See* Iowa R. Evid. 5.407.

Similarly, Iowa courts have not expressly addressed the issue of whether internal accident reports are discoverable or admissible. Nevertheless, under the work-product rule, if the internal accident report is prepared in anticipation of litigation, the investigation is not discoverable.

Ashmead v. Harris is insightful on this topic. *See generally* 336 N.W.2d 197 (Iowa 1983), *abrogated by Wells Dairy, Inc. v. Am. Indus. Refrigeration, Inc.*, 690 N.W.2d 38 (Iowa 2004). Therein, parties sought discovery of an accident investigation conducted by the adverse parties' liability insurer. *Ashmead,* 336 N.W.2d at 198. The court in *Ashmead* found that the post-accident investigation was privileged as work product as the primary purpose for the investigation and preparation of the documents was to *aid in possible future mitigation*. *Id.* at 201 (emphasis added). The court in *Wells Dairy, Inc. v. Am. Indus. Refrigeration, Inc.*, however, held that Iowa's work-product rule allows parties to obtain "discovery of documents and tangible things otherwise discoverable under rule 1.503(1) and *prepared in anticipation of litigation* or for trial *by or for another party or by or for that other party's representative* (including the party's attorney, consultant, surety, indemnitor, insurer, or agent) *only upon a showing that* the party seeking discovery has substantial need of the materials in the preparation of the case and that the party seeking discovery is unable without undue hardship to obtain the substantial equivalent of the materials by other means." *Wells Dairy, Inc.*, 690 N.W.2d at 43.

In determining whether a document was prepared in anticipation of litigation, the court should consider "whether, in light of the nature of the document and the factual

situation in the particular case, the document can fairly be said to have been prepared or obtained because of the prospect of litigation." *Id*. at 48.

The Iowa work product rule closely resembles the federal version of the rule, and requires courts to "protect against disclosure of the *mental impressions, conclusions, opinions, or legal theories of an attorney*" when ordering such discovery. *Keefe v. Bernard*, 774 N.W.2d 663, 673 (Iowa 2009) (citing Iowa R. Civ. P. 1.503(3)) (quoting *Hickman v. Taylor,* 329 U.S. 495, 511 (1947): "[w]here relevant and non-privileged facts remain hidden in an attorney's file and where production of those facts is essential to the preparation of one's case, discovery may properly be had.").

Assuming that the internal accident report was *not* prepared in anticipation of litigation, the general discovery rule found in *Wells Dairy, Inc.* would likely apply: if documents are "created in essentially similar form irrespective of the litigation," it is discoverable and not protected by the work-product privilege. *Wells Dairy, Inc.*, 690 N.W.2d at 46. The same strategic arguments for preventing admissibility would apply, including, but not limited to undue prejudice and subsequent remedial measures. *See* Iowa R. Evid. 5, 403, 5,407.

Does your state permit discovery of 3rd party litigation funding files and, if so, what are the rules and regulations governing 3rd party litigation funding?

There is no rule either explicitly permitting or prohibiting third-party litigation funding in Iowa. In 2022, the Iowa legislature proposed a bill that would have prohibited litigation funding contracts. *See* S.F. 2085, 89th Gen. Assemb., Reg. Sess. (Iowa 2022). However, the bill did not receive committee approval and, as a result, did not move to the floor for full debate. Iowa state courts are similarly silent as to discovery of third-party litigation funding files.

However, related federal caselaw sheds light on the parameters of discovery applicable to third-party litigation funding files. In *Nunes v. Lizza*, the Northern District of Iowa was faced with a motion to compel third-party litigation funding discovery requests. *See* No. 20-cv-4003-CJW, 2021 WL 7186264, at *1 (N.D. Iowa Oct. 26, 2021). It held that "'courts across the country . . . have held that litigation funding information is generally irrelevant to proving the claims and defenses in a case.'" *Id.* at *3 (quoting *Fulton v. Foley*, No. 17-CV-8696, 2019 WL 6609298, at *2 (N.D. Ill. Dec. 5, 2019)). Yet, "'[d]iscovery into litigation funding is appropriate when there is a sufficient factual showing of "something untoward" occurring in the case.'" *Nunes*, 2021 WL 7186264, at *4 (quoting *V5 Technologies v. Switch, Ltd.*, 334 F.R.D. 306, 311-12 (D. Nev. 2019)). Based on these holdings, the court in *Nunes* performed a case-specific analysis and ultimately permitted discovery (subject to in camera inspection) as the defendants "raise[d] legitimate subjects for inquiry not present in a more run-of-the-mill personal injury case or commercial dispute." *Nunes*, 2021 WL 7186264, at *4.

Under Iowa federal law, all parties are required to file Disclosure Statements at the outset of a case. *See* N.D. Iowa L.R. 7.1 (2023); S.D. Iowa L.R. 7.1 (2023). These Disclosure Statements require parties to disclose (1) "the names of all associations, firms, partnerships, corporations, and other artificial entities that either are related to the [party] as a parent, subsidiary, or otherwise, or have a direct or indirect pecuniary interest in the [party's] outcome in the case;" and (2) "with respect to each such entity, a description of its connection to or interest in the litigation." *Id*. This requirement would arguably include the disclosure of third-party entities who fund a party's litigation. Therefore, discovery of the "identity" of third parties who fund litigation, and their "connection" to the case, is arguably mandated in Iowa federal courts. At this time, it appears that *Nunes v. Lizza* is the sole guidance discussing the extent to which parties may discover *additional* information regarding third-party litigation funding. *See* 2021 WL 7186264.

What is the procedure for the resolution of a claim for injuries to a minor in your state? Does the minor's age affect the statute of limitations for a personal injury claim?

Resolving a minor's claim for injuries may depend on the claim's value. Under Iowa Code § 633.555, minor claims with a value of less than $25,000.00 may be resolved by the child's custodian pursuant to the Iowa Uniform Transfers to Minors Act. *See* Iowa Code Chapter 565B. Procedurally, an adult member of the minor's family may sign a settlement agreement in their role as a parent or guardian, resolve the claim, and keep the funds for the minor's benefit. *See* Iowa Code § 565B.7.

On the other hand, minor claims exceeding $25,000.00 are subject to court approval after a conservatorship has been established for the minor. *See* Iowa Code § 633.642(5).

Under Iowa law, minors receive an additional year after their attainment of majority to assert their claim. The statute of limitations periods listed under Iowa Code § 614.1 are extended in favor of minors so that they have one year from and after the attainment of majority within which to commence the action. *See* Iowa Code § 614.8(2).

What are the advantages or disadvantages in your State of admitting that a motor carrier is vicariously liable for the fault of its driver in the context of direct negligence claims?

Advantages

The strategic benefit of admitting that a motor carrier is vicariously liable for the fault of its driver is to establish, early in the case, a unified, cooperative defense between the employer and the driver. An employer's and attorney's relationship with a driver may be irreparably harmed if the driver views the employer and attorney as "abandoning" the driver, particularly if the driver's conduct was in the "gray area" between operating within and outside the scope of employment.

Disadvantages

The detriment to admitting that a motor carrier is vicariously liable for the fault of its driver is that, by doing so, Iowa's doctrine of *respondeat superior* will make the employer "liable for the negligence of an employee committed while the employee is acting in the scope of his employment." *Jones v. Blair*, 387 N.W.2d 349, 355 (Iowa 1986). An employee's actions are within the course and scope of employment "when the employer has the right to direct the means and manner of doing work, and has the right of control over the employee." *Id*. Stated another way: "A claim of vicarious liability under the doctrine of *respondeat superior* rests on two elements: proof of an employer/employee relationship, and proof that the injury occurred within the scope of that employment." *Biddle v. Sartori Mem'l Hosp.*, 518 N.W.2d 795, 797 (Iowa 1994).

Admitting that a motor carrier is vicariously liable for the fault of its driver also creates the potential for accompanying claims of negligent hiring, retention, supervision or training. In order to successfully prove these theories, a claimant must establish:

(1) [T]hat the employer knew, or in the exercise of ordinary care should have known, of its employee's unfitness at the time of [hiring/retention/engaging in wrongful or tortious conduct/training];

(2) that through the negligent [hiring/retention/supervision/training] of the employee, the employee's incompetence, unfitness, or dangerous characteristics proximately caused the resulting injuries; and

(3) that there is some employment or agency relationship between the tortfeasor and the defendant employer.

Godar v. Edwards, 588 N.W.2d 701, 708-09 (Iowa 1999). The Iowa Supreme Court has held that punitive damages may be recovered against an employer who recklessly hires or retains an employee. *See Briner v. Hyslop*, 337 N.W.2d 858, 867 (Iowa 1983).

Additionally, there are certain nuances to the defense of an employer and employee that must be considered even after admitting that a motor carrier is vicariously liable for the fault of its driver. For example, "a defense personal to the agent, such as immunity, will not ordinarily extend to bar a claim against the principal for the agent's negligence unless the rationale for the immunity also applies to the principal." *Hook v. Trevino*, 839 N.W.2d 434, 441 (Iowa 2013).

What is the standard applied for spoliation of physical and/or documentary evidence in your state?

In Iowa, spoliation of evidence occurs when: "(1) the evidence was 'in existence'; (2) the evidence was 'in the possession of or under control of the party' charged with its destruction; (3) the evidence 'would have been admissible at trial'; and (4) 'the party responsible for the destruction did so intentionally.'" *Iowa v. Hartsfield*, 381 N.W.2d 626, 630 (Iowa 2004) (quoting *Iowa v. Langlet*, 283 N.W.2d 330, 335 (Iowa 1979)).

In *Meyn v. State*, the Iowa Supreme Court refused to adopt a "negligent spoliation of evidence theory." 594 N.W.2d 31, 34 (Iowa 1999). Rather, the destruction of evidence must be "intentional, as opposed to merely negligent or . . . the result of routine procedure." *Lynch v. Saddler*, 656 N.W.2d 103, 111 (Iowa 2003) (citing *Phillips v. Covenant Clinic*, 625 N.W.2d 714, 719 (Iowa 2001)). Currently, the remedies available for spoliation of evidence include (1) discovery sanctions; (2) barring duplicate evidence where fraud or intentional destruction is indicated, and/or (3) instructing on an adverse inference to be drawn from the fact that evidence was destroyed. *Hendricks v. Great Plain Supply*, 609 N.W.2d 486, 491 (Iowa 2000).

No Iowa court has directly addressed the issue of whether electronic data must be preserved absent a specific demand for preservation. While it likely the safer course to preserve electronic data when a claim is reasonably anticipated, a defendant can argue against the imposition of sanctions by demonstrating that the electronic data was disposed of during routine and ordinary procedures or that the failure to preserve electronic data was merely negligent as opposed to intentional. *Phillips v. Covenant Clinic*, 625 N.W.2d 714 (Iowa 2001).

Likewise, Iowa courts have not yet addressed upstream liability or if there are any limitations on upstream liability for spoliation of evidence. It is unlikely that Iowa courts would allow upstream liability for spoliation.

In the federal context, the Eighth Circuit Court of Appeals was faced with the issue of whether a bus company should receive spoliation sanctions when it pulled ECM data from its bus following an accident and sent the ECM data to the manufacturer for analysis, at which point the ECM data was somehow erased. *Greyhound Lines, Inc. v. Wade*, 485 F.3d 1032 (8th Cir. 2007). The Eighth Circuit held that the district court did not abuse its discretion by refusing to order spoliation sanctions on the basis that (A) there was no evidence showing that the bus company destroyed the evidence intentionally, and (B) there was enough evidence preserved to adequately demonstrate the facts surrounding the accident such that the lost evidence did not prejudice the other party. *Id.*

Is the amount of medical expenses actually paid by insurance or others (as opposed the amounts billed) discoverable or admissible in your State?

The amount of medical expenses actually paid by insurance or others is both discoverable and admissible in Iowa. Additionally, amounts billed may also be discoverable. Iowa law allows plaintiffs to recover expenses for "necessary" medical care, rehabilitation services, and custodial care. Iowa Code § 668.14. A plaintiff may only recover those medical expenses that are "reasonable," and can only recover amounts actually paid, rather than amounts billed. *See Pexa v. Auto Owners Ins. Co.*, 686 N.W.2d 150, 156 (Iowa 2004); *see also* Iowa Code § 668.14A(1). The plaintiff "has the burden to prove the reasonable value of the services rendered. The reasonable value of medical services can be shown by evidence of the amount paid for such services or through the testimony of a qualified expert witness." *Id.* One caveat: as Iowa has adopted the collateral source rule, evidence of payments made pursuant to any federal program for an injured person's actual economic loss is now precluded. *See id.* (citing Iowa Code § 668.14).

In June 2020, Iowa passed a law that further addresses the evidence available to prove a plaintiff's recoverable medical expenses:

> Iowa Code § 622.4 Medical expenses: Evidence offered to prove past medical expenses *shall be limited to evidence of the amounts actually paid to satisfy the bills that have been satisfied, regardless of the source of payment, and evidence of the amounts actually necessary to satisfy the bills that have been incurred but not yet satisfied.* Evidence of the amounts actually necessary to satisfy the bills that have been incurred shall not exceed the amount by which the bills could be satisfied by the claimant's health insurance, regardless of whether such health insurance is used or will be used to satisfy the bills. This section does not impose upon any party an affirmative duty to seek a reduction in billed charges to which the party is not contractually entitled.

Iowa Code § 622.4 (emphasis added).

What is the legal standard in your state for obtaining event data recorder ("EDR") data from a vehicle not owned by your client?

Iowa courts and statutes have not addressed the specific issue of obtaining event data recorder ("EDR") data from a vehicle owned by another entity. Standard discovery rules will apply. Pre-suit, Iowa attorneys have no subpoena power, so the most that can be done is to send a preservation letter putting other parties on notice of their need to preserve relevant EDR data.

What is your state's current standard to prove punitive or exemplary damages against a motor carrier or broker and is there any cap on same?

Punitive damages may only be recovered in Iowa with a showing by "clear, convincing, and satisfactory evidence" that "the conduct of the defendant from which the claim arose constituted willful and wanton disregard for the rights or safety of another." Iowa Code § 668A.1(a) (2023). The Iowa Supreme Court has "stated that in the context of section 668A.1, 'willful and wanton' means the actor has intentionally done an act of unreasonable character in disregard of a known or obvious risk that was so great as to make it highly probable that harm would follow, and which thus is usually accompanied by a conscious indifference to the consequences." Miranda v. Said, 836 N.W.2d 8, 34 (Iowa 2013).

Currently, Iowa does not cap monetary damages for bodily injury. However, the percentage of the punitive

damage award that a plaintiff may personally recover depends on "[w]hether the conduct of the defendant was directed specifically at the claimant, or at the person from which the claimants claim is derived." Iowa Code § 668A.1(1)(b) (2023). If the defendant's conduct is directed specifically at the claimant, the full amount of punitive damages awarded will be given directly to the claimant. Iowa Code § 668A.1(2)(a) (2023). If this is not the case, no more than 25% of the awarded punitive damages will be given to the claimant, "with the remainder of the award to be ordered paid into a civil reparations trust fund administered by the state court administrator. Iowa Code § 668A.1(2)(b) (2023). While this is not a "cap" per se, this code section is often used as a strong negotiation tool, as plaintiffs are informed of the risk that a majority of their punitive damages award may go back to the State of Iowa's civil reparations trust fund, rather than their own pocket.

Has your state had any noteworthy recent punitive damages verdicts? If so, what evidence was admitted supporting issuance of a punitive damages instruction? Finally, are any such verdicts currently on appeal?

On June 17, 2021, a Winnebago County District Court awarded Plaintiffs $2,000,000 in punitive damages in an elder abuse lawsuit against the Timely Mission Nursing Home. In this case, evidence presented supporting punitive damages included a Nursing Home Administration Expert from Sarasota, Florida; a nurse expert from the University of Nebraska, and testimony regarding a Timely Mission Nursing Home employee's history of elder abuse and subsequent re-hiring following termination. Jury Instructions 22 & 23 outlined the instructions for punitive damages. This instruction stated:

Instruction 22. Punitive damages may be awarded if the Estate of Darlene Weaver has proven by a preponderance of clear, convincing and satisfactory evidence Timely Mission's conduct constituted a willful and wanton disregard for the rights or safety of another and caused actual damage to Darlene Weaver.

Punitive damages are not intended to compensate for injury but are allowed to punish and discourage Timely Mission and others from like conduct in the future. You may award punitive damages only if Timely Mission's conduct warrants a penalty in addition to the amount you award to compensate the Estate of Darlene Weaver for plaintiff's actual injuries or death.

There is no exact rule to determine the amount of punitive damages, if any, you should award. You may consider the following factors:

1. The nature of Timely Mission's conduct that harmed Darlene Weaver.
2. The amount of punitive damages which will punish and discourage like conduct by Timely Mission.
3. The Estate of Darlene Weaver's actual damages. The amount awarded for punitive damages must be reasonably related to the amount of actual damages you award to the plaintiff.
4. The existence and frequency of prior similar conduct. Although you may consider harm to others in determining the nature of Timely Mission's conduct, you may not award punitive damages to punish Timely Mission for harm caused to others, or for any conduct by Timely Mission that is not similar to the conduct which caused the harm to Darlene Weaver in this case.

Instruction 23. An employer is liable for the punitive damages by reason of the acts of an employee if one of the following occurred:

1. 1. The employee was unfit and the employer or its managerial agent was reckless in employing or retaining the employee; or

2. 2. The employee was employed in a managerial capacity and was acting in the scope of employment; or
3. 3. The employer or its managerial agent ratified or approved the act.

This decision does not appear to be under appeal.

Does your state permit an expert to testify as to content of the FMCSRs or the applicability of the FMCSRs to a certain set of facts?

Iowa district courts have yet to address this specific issue. However, expert testimony regarding industry standards may, in some cases, be relevant and admissible. In *Searcy v. Anderson Erickson Dairy Co.,* the Southern District of Iowa opined: "Courts have found expert testimony regarding industry standards relevant to the issue of negligence." *Searcy v. Anderson Erickson Dairy Co.,* 2017 WL 11180255 (S.D. Iowa 2017). However, the Court noted that the expert in *Searcy* impermissibly testified as to whether AE Dairy's drug and alcohol testing policy violated the FMCSR's policy. This, the Court held, was an impermissible topic of expert testimony, as testimony regarding whether a company's policy violated the FMCSR was a legal conclusion.

Does your state consider a broker or shipper to be in a "joint venture" or similar agency relationship with a motor carrier for purposes of personal injury or wrongful death claims?

No Iowa case directly touches on broker liability for motor carrier negligence. However, under Iowa Code § 625B.1, indemnification provisions in motor carrier contracts are strictly prohibited. *See* Iowa Code § 325B.1 (2017). Iowa Code § 325B.1 reads as follows:

> Notwithstanding any provisions of law to the contrary, a motor carrier transportation contract, whether express or implied, shall not contain a provision, clause, covenant, or agreement that purports to indemnify, defend, or hold harmless, or has the effect of indemnifying, defending, or holding harmless, a promise from or against any liability for injury, death, loss, or damage resulting from the negligence or intentional acts or omissions of that promise, or any agents, employees, servants, or independent contractors who are directly responsible to that promise. This prohibition applies to any provisions or agreements collateral to or affecting a motor carrier transportation contract. Any such provisions, clauses, covenants, or agreements are void and unenforceable. If any provision, clause, covenant, or agreement is deemed void and unenforceable under this section, the remaining provisions of the motor carrier transportation contract are severable and shall be enforceable unless otherwise prohibited by law.

Similarly, no Iowa case touches on any court presumption relating to an agency relationship between a broker and motor carrier. Instead, Iowa courts would likely turn to § 1.01 of the Restatement (Third) of Agency which states, "agency is the fiduciary relationship that arises when one person (a "principal") manifests assent to another person (an "agent") that the agent shall act on the principal's behalf and subject to the principal's control, and the agent manifests assent or otherwise consents to so act." Restatement (Third) of Agency § 1.01 (2006).

Provide your state's comparative/contributory/pure negligence rule.

Iowa recognizes a modified system of comparative negligence. The Iowa Supreme Court, in *Goetzman v. Wichern*, abandoned contributory negligence as a complete defense to a tort claim and adopted pure comparative negligence. 327 N.W.2d 742, 754 (Iowa 1982). Under this system, contributory negligence would not bar recovery

but merely would reduce "it in the proportion that the contributory negligence bears to the total negligence that proximately caused the damages." *Id*. However, two years after *Goetzman*, the Legislature enacted a modified system of comparative fault combining elements from the two approaches. Iowa Code Chapter 668. Under this modified system, a plaintiff cannot recover damages if he or she is more than fifty percent at fault and any damages allowed are diminished in proportion to the amount of fault attributable to the plaintiff. Iowa Code § 668.3(1); *Reilly v. Anderson*, 727 N.W.2d 102 (Iowa 2006). *See also Eurich v. Bass Pro Outdoor World, L.L.C.*, 909 N.W.2d 443 (Iowa Ct. App. 2017) (applying the statutory comparative fault statute to a premises liability case).

Provide your state's statute of limitations for personal injury and wrongful death claims.

The statute of limitations for personal injury and wrongful death can be found in Iowa Code § 614.1(2). The statute provides that "for claims founded on personal injury or wrongful death, the claim must be brought within two years of the date on which the claimant knew, or through the use of reasonable diligence should have known, the injury or death for which damages are sought in the action." Iowa Code § 614.1(2).

In your state, who has the authority to file, negotiate, and settle a wrongful death claim and what must that person's relationship to the decedent be?

When a person dies due to the wrongful or negligent act of another, Iowa law grants the power of filing and maintenance of the suit to the personal representative of the estate. Iowa Code section 611.20, the present statutory foundation for wrongful death actions, provides, "all causes of action shall survive and may be brought notwithstanding the death of the person entitled or liable to the same." Iowa Code section 611.20 (2015). Furthermore, "Iowa Code sections 611.20, 611.22, and 633.336 and their predecessors have consistently been held to vest the right to recover wrongful death damages exclusively in the estate representative." *See Egan v. Naylor*, 208 N.W.2d at 918 (1973).

Iowa does not mandate that the personal representative have a specific relationship to the decedent. Instead, Iowa Code section 633.63 requires only that the personal representative is not (1) incompetent, or (2) unsuitable to be the personal representative as determined by a court. Iowa Code § 633.63.

Is a plaintiff's failure to wear a seatbelt admissible at trial?

Under Iowa Code § 321.445(4)(b), a plaintiff's failure to wear a seatbelt is not admissible evidence of comparative fault. A plaintiff's failure to wear a seatbelt may be admitted as evidence of a failure to mitigate damages, but only when the defendant has first introduced substantial evidence that the plaintiff's failure to wear a seatbelt contributed to the plaintiff's injuries. *See* Iowa Code § 321.445(4)(b)(1). If substantial evidence has been introduced showing that failure to wear a seatbelt contributed to the plaintiff's injuries, the trier-of-fact may reduce the amount of the Plaintiff's recovery by an amount not to exceed twenty-five percent (25%) of the damages awarded to the plaintiff after any reductions for comparative fault. *See* Iowa Code § 321.445(4)(b)(2).

In your state, are there any limitations on damages recoverable for plaintiffs who do not have insurance coverage on the vehicle they were operating at the time of the accident? If so, describe the limitation.

No, there are no limitations on damages recoverable for plaintiffs who do not have insurance coverage on the vehicle they were operating at the time of the accident. Moreover, a plaintiff's failure to hold motor vehicle insurance is not admissible at trial. *See* Iowa Rule of Evidence 5.411; *see also* Iowa Code § 321.489 (stating that no record regarding a traffic violation conviction is admissible as evidence "in any court in any civil action.").

How does your state determine applicable law/choice of law questions in motor vehicle accident cases?

For choice of law questions in tort actions, Iowa has adopted the Restatement (Second) Conflict of Laws' "most significant relationship test." *Veasley v. CRST International, Inc.*, 553 N.W.2d 896 (Iowa 1996). Under the "most significant relationship test," Iowa applies the laws and policies of the state that has the most interest in the litigants and outcome of the litigation. *Id.*; *see also Judge v. Clark*, No. 05-1219 2006 WL 3313794 at *4 (Iowa Ct. App. Nov. 16, 2006). The test involves Iowa courts engaging in a highly fact-specific inquiry to determine the appropriate choice of law.

In determining the law applicable to a particular issue, Iowa courts consider: (1) the place where the injury occurred; (2) the place where the conduct causing the injury occurred; (3) the domicile, residence, nationality, place of incorporation and place of business of the parties; and (4) the place where the relationship, if any, between the parties is centered. *Veasley*, 553 N.W.2d at 898; *Estate of Pirgorsch v. York College*, 734 F.Supp.2d 704, 712 (N.D. Iowa 2010). Iowa courts evaluate the four factors above "according to their relative importance with respect to the particular issue." *Veasley*, 553 N.W.2d at 898. Evaluation of these four factors is not, however, the end of the analysis. Iowa courts also consider the following situation-specific factors to determine the choice of the applicable rule of law: (a) the needs of the interstate and international systems; (b) the relevant policies of the forum; (c) the relevant polices of other interested states and relative interests of those states in the determination of the particular issue; (d) the protection of justified expectations; (e) the basic policies underlying the particular filed of law; (f) the certainty, predictability, and uniformity of result; and (g) ease in the determination and application of the rule to be applied. *Id.*; *Estate of Pirgorsch*, 734 F.Supp.2d at 712.