

SUPREME COURT OF IOWA

Hofmeyer v. Iowa District Court for Fayette County

640 N.W.2d 225 (Iowa 2001) · No. No. 99-1916 · Decided October 10, 2001

SUMMARY

The Supreme Court of Iowa held that compensation for an attorney who entered into an indigent-defense contract is governed by the contract's terms rather than a judicial determination of reasonable compensation. The court upheld the State Public Defender's denial of compensation for in-county travel because the contract incorporated administrative rules that limited compensable travel and the attorney had not obtained prior authorization. The court also rejected the attorney's contract-of-adhesion and reasonable-expectations arguments and annulled the writ.

CASE DETAILS

COURT	Supreme Court of Iowa
WRITING FOR THE COURT	Streit, Justice
JURISDICTION	Iowa
DECIDED	October 10, 2001
DOCKET	No. 99-1916
DISPOSITION	other
PROCEDURAL POSTURE	Hofmeyer sought certiorari review of the State Public Defender's denial of compensation for in-county travel time under his indigent-defense contract. The Iowa District Court for Fayette County upheld the State Public Defender's action, and Hofmeyer challenged that ruling in the Iowa Supreme Court.
STANDARD OF REVIEW	In a certiorari action, the court determines whether the lower court exceeded its proper jurisdiction or otherwise acted illegally. The Iowa Supreme Court reviews the district court's action for errors in interpreting the law.
PRECEDENTIAL VALUE	Published Iowa Supreme Court opinion; precedential.
PARTIES	John W. Hofmeyer III v. Iowa District Court for Fayette County

TOPICS

- contract interpretation
- contracts
- judicial review of agency action
- appellate procedure
- unconscionability

PRACTICE AREAS

Contracts

Administrative law

Appellate procedure

Constitutional law

QUESTIONS PRESENTED

1. Whether compensation for an attorney who entered into an indigent-defense contract is governed by statutory reasonable-compensation principles or by the terms of the contract.
2. Whether the contract incorporated the Iowa Administrative Rules governing compensable travel expenses.
3. Whether the administrative rule excluded compensation for Hofmeyer's in-county travel because the travel did not fall within an enumerated category and lacked prior authorization.
4. Whether the indigent-defense contract was a contract of adhesion subject to the reasonable-expectations doctrine.
5. Whether the district court acted illegally or otherwise exceeded its jurisdiction in upholding the State Public Defender's denial of the travel claims.

HOLDINGS

1. For an attorney who has entered into an indigent-defense contract, compensation is determined according to the terms of that contract; the district court therefore properly treated the dispute as a matter of contract law.
2. The contract clearly incorporated the applicable Iowa Administrative Rules by referring to Master Contract Version 493-99 and providing that travel expenses would be paid to the extent specified by administrative rule.
3. Hofmeyer's in-county travel was not compensable because it did not fall within any of the rule's enumerated categories and he had not obtained prior authorization from the State Public Defender.
4. The contract was not a contract of adhesion, and the reasonable-expectations doctrine did not justify disregarding the incorporated travel limitations.

KEY QUOTATIONS

“We conclude Hofmeyer's compensation is governed by the terms of his contract. Writ annulled.” (at 226)

“Under the statute, it is not the role of the district court to establish or determine reasonable compensation for a contract attorney.” (at 228)

“The terms referenced in the Iowa Administrative Code are consistent with the purpose of the contract as they only serve to define the limits of compensation expressly stated in the main document.” (at 230)

FACTUAL BACKGROUND

John W. Hofmeyer III signed an indigent-defense contract with the State Public Defender. The contract provided compensation for legal services and stated that travel expenses would be paid to the extent specified by administrative rule. Hofmeyer sought compensation for travel from his Oelwein office to the county seat in West

Union, but the State Public Defender denied compensation for in-county travel because it was not authorized by the contract or incorporated administrative rules.

PROCEDURAL HISTORY

Hofmeyer entered into a contract with the State Public Defender to provide indigent-defense services and submitted claims for compensation for travel within his home county. The State Public Defender denied those portions of his claims. The district court upheld the denial, and the Iowa Supreme Court reviewed the matter by certiorari, ultimately annulling the writ.

DISPOSITION

other

CASES CITED

- Wyciskalla v. Iowa Dist. Ct., 588 N.W.2d 403, 405 (Iowa 1998)
- State v. West, 320 N.W.2d 570, 574 (Iowa 1982)
- State Pub. Defender v. Iowa Dist. Ct., 594 N.W.2d 34, 37 (Iowa 1999)
- Iowa Fuel & Minerals, Inc. v. Iowa State Bd. of Regents, 471 N.W.2d 859, 862 (Iowa 1991)
- Fausel v. JRJ Enters., Inc., 603 N.W.2d 612, 618 (Iowa 1999)
- Walsh v. Nelson, 622 N.W.2d 499, 503 (Iowa 2001)
- Estate of Kokjohn v. Harrington, 531 N.W.2d 99, 101 (Iowa 1995)
- Home Fed. Sav. & Loan Ass'n v. Campney, 357 N.W.2d 613, 619-20 (Iowa 1984)
- C & J Fertilizer, Inc. v. Allied Mut. Ins. Co., 227 N.W.2d 169, 180 (Iowa 1975)
- Cronbaugh v. Farmland Mut. Ins. Co., 475 N.W.2d 652, 654 (Iowa Ct. App. 1991)
- Wilmotte & Co. v. Rosenman Bros., 258 N.W.2d 317, 323 (Iowa 1977)