

**IN THE COURT OF APPEALS OF IOWA**

No. 6-292 / 04-1733  
Filed August 9, 2006

**MBNA AMERICA BANK, N.A.,**  
Plaintiff-Appellant,

**vs.**

**DAVID T. BOYCE, JASON METTLER, MICHAEL OHL, DONALD E. KNESS,  
RICHARD H. ZIMMERMANN, ANTHONY E. KAZUNAS, MARY L. PAXTON,  
JON S. TACKLESON, LESLIE J. TACKLESON, ANGELA M. WILLEMS,**  
Defendant-Appellees.

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Appeal from the Iowa District Court for Linn County, Thomas Koehler and  
Robert E. Sosalla, Judges.

The plaintiff appeals from the denial of ten motions to confirm arbitration  
awards. **REVERSED AND REMANDED WITH DIRECTIONS.**

Charles Litow of Litow Law Office, P.C., Cedar Rapids, for appellant.

David Boyce, Cedar Rapids, pro se. Anthony Kazunas, Cedar Rapids, pro  
se. Donald Kness, Cedar Rapids, pro se. Jason Mettler, Cedar Rapids, pro se.  
Michael Ohl, Marion, pro se. Mary Paxton, Marion, pro se. Jon and Leslie  
Tackleson, Hiawatha, pro se. Angela Willems, Cedar Rapids, pro se. Richard  
Zimmerman, Cedar Rapids, pro se.

Considered by Vogel, P.J., and Zimmer and Vaitheswaran, JJ.

**VOGEL, P.J.**

Between April and September of 2004, MBNA America Bank, N.A. (MBNA), filed in the district court ten separate motions to confirm arbitration awards which had been entered against the ten defendants in this case. None of the motions were contested by the defendants. The district court subsequently *sua sponte* denied each motion and dismissed each in its entirety. In brief written rulings, the court noted the apparent absence of an executed written agreement to submit to arbitration and held in five of the rulings that, assuming there were such agreements, they were contracts of adhesion. MBNA appeals.

We review the district court's decisions as provided by Iowa Code section 679A.17(2) (2005). See *Humphreys v. Joe Johnston Law Firm, P.C.*, 491 N.W.2d 513, 514 (Iowa 1992). Accordingly, our review of these civil court orders is for correction of errors at law. See *id.*

Our law favors arbitration as an alternative to civil litigation, *Clinton Nat'l Bank v. Kirk Gross Co.*, 559 N.W.2d 282, 283 (Iowa 1997), and it indulges every reasonable presumption in favor of an arbitration award, *Humphreys*, 491 N.W.2d at 514. Consequently, judicial involvement in arbitration is very limited. *Id.* In *\$99 Down Payment, Inc. v. Garard*, 592 N.W.2d 691, 694 (Iowa 1999), our supreme court recognized that "Iowa Code section 679A.11 clearly imposes a duty upon the district court to confirm an arbitration award upon application of a party unless a timely ground to vacate or correct the award has been filed." The *Garard* court concluded

the district court had no authority to deny confirmation when no grounds to vacate or correct the award were raised by a party, and the grounds raised by the court were vague and not supported by

any evidence. Furthermore, the grounds were outside those enumerated in sections 679A.12 and 679A.13.”

*Garad*, 592 N.W.2d at 695.

Likewise, here, where there was no application to vacate, modify or correct the arbitration awards, no grounds to vacate were raised by any of the parties, and the reasons stated for denying the motions were not established by the record evidence, the district court erred in refusing to confirm the arbitration awards. We therefore reverse and remand with directions for the court to enter orders confirming each of the arbitration awards.

**REVERSED AND REMANDED WITH DIRECTIONS.**