

**IN THE COURT OF APPEALS OF IOWA**

No. 9-085 / 07-1696  
Filed May 29, 2009

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

**vs.**

**ALLAN RICHARDS,**  
Defendant-Appellant.

---

Appeal from the Iowa District Court for Tama County, David Remley,  
Judge.

Richards appeals from the district court order confirming an arbitration  
award. **AFFIRMED.**

Allan M. Richards, Tama, pro se appellant.

Piper Lori Hughes and Charles Litow of Litow Law Office, P.C., Cedar  
Rapids, for appellee.

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

**VAITHESWARAN, J.**

MBNA America Bank, N.A., claimed Allan Richards owed \$25,750.18. An arbitrator entered an award in favor of MBNA for that amount. MBNA subsequently applied for a district court order confirming the arbitration award. See Iowa Code § 679.11 (2005). Richards countered with a motion to vacate the award. See Iowa Code §§ 679.12, .13. The district court denied Richards's motion as untimely, confirmed the arbitration award, and entered judgment in favor of MBNA for \$25,750.18, plus interest.

Richards appealed, raising several challenges to the district court's ruling. Our review is for errors of law. See *\$99 Down Payment, Inc. v. Garard*, 592 N.W.2d 691, 693 (Iowa 1999).

Iowa Code section 679A.11 requires the district court to confirm an arbitration award upon the application of a party unless a timely ground to vacate or correct the award is urged. Under section 679A.12, Richards's time frame for filing a request to vacate the award was limited. He either had "ninety days after delivery of a copy of the award" or, if the award was "predicated upon corruption, fraud, or other illegal means," ninety days "after those grounds [were] known or should have been known."

The district court found in pertinent part that (1) Richards's motion to vacate was not filed within the first time frame, (2) he "presented no evidence in support of his claim of corruption or fraud" which might permit an extension of that deadline, and (3) in any event, "all of the matters set forth in [Richards]'s Motion to Vacate, Modify or Correct were known to him as of the date of the delivery of the award." These findings are supported by the record.

Because Richards did not file a timely motion to vacate, the court had a duty to confirm the arbitration award. Discerning no error in the court's conclusions, we affirm the judgment in favor of MBNA. We find it unnecessary to address the remaining arguments raised by Richards.

**AFFIRMED.**