IN THE COURT OF APPEALS OF IOWA

No. 9-899 / 08-1707
Filed February 10, 2010

BROOKS WEB SERVICES, INC.,
Plaintiff/Counterclaim Defendant,

vs.

CRITERION 508 SOLUTIONS, INC.,
Defendant/Counterclaim-Appellee,

vs.

BERTROCHE LAW OFFICES, Attorneys for Plaintiff, Brooks Web Services, Inc.,
Appellant.

Appeal from the Iowa District Court for Polk County, Artis I. Reis, Judge.

The plaintiff's law firm appeals from the district court ruling finding a violation of Iowa Rule of Civil Procedure 1.413(1). **WRIT SUSTAINED.**

David L. Brown of Hansen, McClintock & Riley, Des Moines, for appellant.

Gordon R. Fischer of Bradshaw, Fowler, Proctor & Fairgrave, P.C., Des Moines, for appellee.

Heard by Sackett, C.J., Doyle and Danilson, JJ.

SACKETT, C.J.

Plaintiff, Brooks Web Services, Inc. (Brooks, Inc.), filed suit alleging the defendant, Criterion 508 Solutions, Inc. (Criterion), failed to pay money owed to Brooks, Inc. for services it performed. Criterion filed a counterclaim. Following trial, the district court granted a directed verdict dismissing Brooks, Inc.'s claims against Criterion and granting judgment for Criterion on several grounds raised in its counterclaim. Criterion filed a motion for sanctions under Iowa Rule of Civil Procedure 1.413(1), contending the Bertroche Law Firm (Bertroche) failed to perform a reasonable inquiry into the facts alleged by its client, Brooks, Inc., prior to filing the petition and prior to responding to discovery requests. The district court found the rule was violated and sanctioned Bertroche. Bertroche appeals. We sustain the writ.

I. BACKGROUND. Criterion is in the business of advising federal agencies and contractors on compliance with the federal Workforce Rehabilitation Act. Criterion aids its clients in making electronic information and other technology accessible to persons with disabilities. It provides testing, training, and certification solutions to help clients comply with the act. Criterion entered into a subcontractor services agreement with Brooks, Inc. Brooks, Inc. was to provide technical and non-technical consultation to Criterion's clients on individual projects. For example, Brooks, Inc. was hired to update Criterion's website, create a newsletter for Criterion's clients, and test and repair client's software to comply with the Rehabilitation Act. Brooks, Inc. was also hired to provide direct mentoring and training to clients on software. Under the contract,

Criterion would provide a work order detailing the services required. Brooks, Inc. was to provide Criterion "with a weekly summary of services performed and invoices within 10 days of project completion." Criterion was to remit payment within thirty days of receiving the invoice. On May 18, 2005, Brooks, Inc. was notified that Criterion was terminating the contract.

On June 30, 2006, Brooks, Inc. filed suit alleging the defendant, Criterion, failed to pay money owed to Brooks, Inc. pursuant to the written contract and under theories of open account and quantum meruit. Criterion denied the allegations, asserted affirmative defenses, and filed a counterclaim. At trial, Angy Brooks, president of Brooks, Inc., testified that she performed services requested in work orders but never received payment for them. She acknowledged that she rarely, if ever, submitted weekly summaries or invoices within ten days of project completion under the contract. She testified that there were a number of reasons for this failure. She stated that she did not complete paperwork in a timely fashion, and that Criterion was often updated on her work progress by email or by phone. She testified that she was previously paid for her work, even when the invoices were submitted late. She also testified that at times, she agreed to have her compensation delayed because the owner of Criterion needed the money for other business expenses. She also stated that at one point, she was in negotiations with Criterion's owner to be compensated for previous work by giving Angy Brooks a ten percent interest in Criterion. When those negotiations failed, Angy Brooks back-invoiced for her previous work. She also stated that after the contractual relationship deteriorated, Criterion's owner

requested that Angy send her previous invoices so the parties could finalize any payment owed. Angy reconstructed invoices at this time to request payment for uncompensated services.

Many of the invoices admitted at trial had incorrect dates. Angy Brooks testified that this was because her invoice template had a "dynamic date field" that inserted the current date whenever the document was opened on a computer. Therefore, the date would only show the date the document was last opened, not when the invoice was created or emailed to Criterion. On cross-examination, Angy agreed that the written contract governed the parties' relationship and that Brooks, Inc. was not relying on any oral promises for collection purposes in the lawsuit. Criterion never denied that Brooks, Inc. performed any of the services alleged, but focused its defense on Angy Brooks's failure to submit timely invoices as required by the contract.

At the close of Brooks, Inc.'s evidence, the district court granted a directed verdict in favor of Criterion, finding that Brooks, Inc. failed to establish elements on each of its claims. The court stated,

> Count one alleges breach of a written contract. Taking the evidence most favorable to the plaintiff, the Court does find that there was a written agreement entered into by the parties. There were actually two written agreements entered into by the parties. That contract did provide that defendant was provided certain services, and Criterion 508 was to pay for the same; however, there were certain conditions under the contract which were conditions precedent to payment.
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> The plaintiff has not proven that the defendant is under default—is in default under terms of the written agreement or that the defendant has breached the written agreement. The plaintiff has not proven damages under count one; therefore, the motion for Directed Verdict under count one is granted.

> Under count two plaintiff pleads an open account. For the same reasons, the allegations under this count two have not been proven, even taking the evidence in the light most favorable to the plaintiff. Count two is dismissed.
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> Count three alleges: Quantum mer[u]it. Plaintiff has not proven that she has performed each and every obligation imposed on it under the terms of the written contract and the oral agreements between the parties. She has not proven the amount of damages, even taking the evidence most favorable to plaintiff; therefore, Directed Verdict is granted on count three. Plaintiff's petition is dismissed.

The court also dismissed portions of Criterion's counterclaim and trial proceeded on Criterion's remaining grounds. Following trial, on July 25, 2007, the district court entered its order, finding Brooks, Inc. breached the confidentiality provisions and restrictive covenant in the contract between the parties and was liable for negligence and conversion. It determined however, that Criterion failed to prove damages on most of its claims, but awarded Criterion damages in the amount of $11,200, ordered Brooks, Inc. to return any of Criterion's property, and permanently enjoined Brooks, Inc. from further breaching the contract.

On August 22, 2007, Criterion filed a motion for sanctions pursuant to Iowa Rule of Civil Procedure 1.413(1), contending Brooks's counsel, Bertroche Law Firm, had inadequately investigated the facts prior to filing the original suit, and in responding to discovery requests. Bertroche resisted the motion and the court heard oral arguments on the issue on October 5, 2007. The court concluded that rule 1.413(1) and Iowa Code section 619.19 (2005) were violated and Criterion was entitled to reasonable fees and costs. It ordered Criterion's counsel to submit a statement of its claimed fees and a statement showing

attorney fees and costs in the amount of $26,964.20 was filed. Bertroche objected, noting among other things, that fees should not be awarded for the third day of trial since only Criterion's counterclaim was addressed on that day. The district court agreed, deducted from the requested amount fees and costs for the third day of trial, and awarded Criterion's counsel, against Bertroche, $25,326.64. Bertroche appeals the award of fees and costs.[1] It claims the court erred in (1) finding Criterion's request for fees was timely, (2) finding rule 1.413(1) was violated, (3) applying the rule to discovery violations, and (4) awarding fees for the preparation and litigation of Criterion's counterclaims.

II. STANDARD AND SCOPE OF REVIEW. We review a ruling on a motion for sanctions for an abuse of discretion. *Slade v. M.L.E. Inv. Co.*, 566 N.W.2d 503, 505 (Iowa 1997); *Breitbach v. Christenson*, 541 N.W.2d 840, 845 (Iowa 1995). Nonetheless, if an erroneous application of the law occurs during the exercise of that discretion, we will correct it. *Weigel v. Weigel*, 467 N.W.2d 277, 280 (Iowa 1991). The district court's findings of fact are binding on us if supported by substantial evidence. *Barnhill v. Iowa Dist. Ct.*, 765 N.W.2d 267, 272 (Iowa 2009).

> The question presented to the district court under rule [1.413(1)] and section 619.19 is not whether a court shall impose sanctions

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[1] The proper means to appeal a court order issuing sanctions is by filing a petition for writ of certiorari. *Barnhill v. Iowa Dist. Ct.*, 765 N.W.2d 267, 272 (Iowa 2009). The remedy is certiorari, not appeal because the attorney is not a party to the underlying case, but is a party in the certiorari action. *Sterner v. Fischer*, 505 N.W.2d 490, 491 (Iowa 1993); *Weigel v. Weigel*, 467 N.W.2d 277, 278 (Iowa 1991). Bertroche acknowledges it did not file a petition for writ of certiorari but instead filed a notice of appeal. We therefore consider the notice of appeal as a petition for a writ of certiorari. *See* Iowa R. App. P. 6.108; *Everly v. Knoxville Cmty. Sch. Dist.*, 774 N.W.2d 488, 492 (Iowa 2009); *Sterner*, 505 N.W.2d at 491.

> when it finds a violation—it must; instead, the question is how to determine whether there was a violation.

Mathias v. Glandon, 448 N.W.2d 443, 445 (Iowa 1989). Our review on this question is deferential, and whether a violation has occurred is a determination for the court, involving matters of judgment and degree. *Id.* at 445-46. Counsel's conduct is judged by an objective, as opposed to a subjective, standard. *Weigel*, 467 N.W.2d at 281.

III. TIMELINESS OF MOTION. Bertroche first argues that Criterion's motion for sanctions was not timely filed. It acknowledges that there is no set deadline for filing a motion for sanctions, and that the motion was filed within thirty days after the court's trial ruling. However, it maintains that Criterion's counsel informed the court, on June 6, 2007, of its intent to file a motion for sanctions along with its proposed findings of fact and conclusions of law due on June 27, 2007. It contends since Criterion's counsel did not actually file a motion for sanctions until August 22, 2007, the motion should be considered untimely. It asks us to adopt a rule that a motion for sanctions must be filed within thirty days of when a violation becomes apparent or within thirty days after the movant advises of its intent to seek sanctions.

A motion for sanctions "must be filed while the underlying action is pending and before the court's authority to act on issues within that lawsuit expires." *Franzen v. Deere & Co.*, 409 N.W.2d 672, 674 (Iowa 1987). Yet counsel should request sanctions as early as possible after alleged violations occur to aid in judicial economy and effective determination of whether a rule was violated. *Darrah v. Des Moines Gen. Hosp.*, 436 N.W.2d 53, 55 (Iowa 1989);

Franzen, 409 N.W.2d at 675. Although there is no specific timeline under our rules for filing motions for sanctions, we require such motions to "be filed expeditiously without undue delay." *Hearity v. Bd. of Supervisors*, 437 N.W.2d 907, 909 (Iowa 1989).

> The many considerations which confront an advocate seeking to protect the best interests of a client militate against requiring that a motion for . . . sanctions be filed within a time frame shorter than the expiration of the time for appeal from the final judgment.

Id. The motion for sanctions was filed within this time period and accordingly, we find it was timely filed.

IV. VIOLATION OF RULE OF CIVIL PROCEDURE 1.413(1). Rule 1.413(1) provides in relevant part,

> Counsel's signature to every motion, pleading, or other paper shall be deemed a certificate that: counsel has read the motion, pleading, or other paper; *that to the best of counsel's knowledge, information, and belief, formed after reasonable inquiry, it is well grounded in fact* and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law; and that it is not interposed for any improper purpose, such as to harass or cause an unnecessary delay or needless increase in the cost of litigation . . . . If a motion, pleading, or other paper is signed in violation of this rule, the court, upon motion or upon its own initiative, shall impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay the other party . . . the amount of the reasonable expenses incurred because of the filing of the motion, pleading, or other paper, including a reasonable attorney fee.

Iowa R. Civ. P. 1.413(1) (emphasis supplied). Iowa Code section 619.19[2] is identical in substance, and both are designed to maintain professionalism in the

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[2] This section provides,

> Pleadings need not be verified unless otherwise required by statute. Where a pleading is verified, it is not necessary that subsequent pleadings be verified unless otherwise required by statute.

practice of law and to discourage the filing of frivolous suits and the misuse of pleadings. *Barnhill*, 765 N.W.2d at 272-73.

The rule requires the signer to certify that the attorney, (1) has read the petition, (2) concluded there is adequate support for the filing after performing a reasonable inquiry into the facts and the law, and (3) that the signer is not acting with any improper motive. *Weigel*, 467 N.W.2d at 280. In considering whether a violation has occurred, the court must ask whether counsel acted with reasonableness under the circumstances, as compared to a "'reasonably competent attorney admitted to practice before the district court.'" *Barnhill*, 765 N.W.2d at 272 (quoting *Weigel*, 467 N.W.2d at 281). We view counsel's conduct as of the time the allegedly unsupported petition or pleading was filed. *Id*.

> The signature of a party, the party's legal counsel, or any other person representing the party, to a motion, pleading, or other paper is a certificate that:
> 1. The person has read the motion, pleading, or other paper.
> 2. To the best of the person's knowledge, information, and belief, formed after reasonable inquiry, it is grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law.
> 3. It is not interposed for any improper purpose, such as to harass or cause an unnecessary delay or needless increase in the cost of litigation.
> If a motion, pleading, or other paper is not signed, it shall be stricken unless it is signed promptly after the omission is called to the attention of the pleader or movant.
> If a motion, pleading, or other paper is signed in violation of this section, the court, upon motion or upon its own initiative, shall impose upon the person signing, the represented party, or both, an appropriate sanction, which may include an order to pay the other party or parties the amount of the reasonable expenses incurred because of the filing of the motion, pleading, or other paper, including a reasonable attorney fee.

Iowa Code § 619.19.

Numerous factors are considered in determining whether counsel conducted a reasonable inquiry into the facts and the law, including:

> (a) the amount of time available to the signer to investigate the facts and research and analyze the relevant legal issues;
> (b) the complexity of the factual and legal issues in question;
> (c) the extent to which pre-signing investigation was feasible;
> (d) the extent to which pertinent facts were in the possession of the opponent or third parties or otherwise not readily available to the signer;
> (e) the clarity or ambiguity of existing law;
> (f) the plausibility of the legal positions asserted;
> (g) the knowledge of the signer;
> (h) whether the signer is an attorney or pro se litigant;
> (i) the extent to which counsel relied upon his or her client for the facts underlying the pleading, motion, or other paper;
> (j) the extent to which counsel had to rely upon his or her client for facts underlying the pleading, motion, or other paper; and
> (k) the resources available to devote to the inquiries.

Id. at 273; *Mathias*, 448 N.W.2d at 446-47. An attorney need not act in bad faith to violate the rule, as the rule is intended to prevent not only intentional frivolous filings, but also abuse caused by negligence. *Barnhill*, 765 N.W.2d at 273. Ignorance of the law or procedure is not an excuse. *Id.*

The district court found Bertroche failed to conduct a reasonable inquiry prior to filing the petition. It noted that the case was initially a simple collections case based on a contract where Brooks, Inc. claimed it was not paid for services rendered under the contract with Criterion. However, an outdated and incorrect contract was attached to the petition, and no amendment was filed. By the terms of the current contract, Brooks, Inc. was to submit invoices to Criterion within ten days of completing a project for payment. It was revealed at trial that Brooks, Inc. did not submit timely invoices and had reconstructed invoices to support its claim for payment. The court, in ordering the sanction stated,

> Any cursory examination of the correct contract and the claims would have shown that the claims were not well grounded in fact. It was obvious at trial that counsel was reviewing the underlying documents for the first time relating to these various claimed amounts due, or at least the underlying e-mails which indicated when invoices had been submitted. Plaintiff admitted at trial that [it] had reconstructed some of the claims, and that [it] had no actual documents to back up those claims. Plaintiff[] admitted that [it] had not filed the claims in a timely manner. There is no factual dispute that the claims were due to be submitted to Defendant within ten (10) days of the time that the project was completed. Counsel cannot have made a reasonable inquiry into the facts before filing this Petition at Law.

Bertroche argues the court's findings are not supported by substantial evidence. It claims the case was not a simple contract suit, but Brooks, Inc. also sought relief under theories of open account and quantum meruit. It argues that even if the court found no support in the pleadings under the contract claim, there was support for these alternative theories. It asserts it did receive documents from Angy Brooks prior to trial, but was surprised at trial by her testimony and that the documents contained incorrect dates. It further contends a violation should not be found because at least some evidence was presented to support Brooks, Inc.'s claim.

We are troubled by the court's viewing of Bertroche's actions in terms of what was known at trial. *See Barnhill*, 765 N.W.2d at 272; *Weigel*, 467 N.W.2d at 280 (noting compliance with the rule is evaluated as of the time the paper is filed). We are also concerned by the court's failure to consider the potential merit of Brooks Inc.'s alternative claims when imposing sanctions. Even if the attorney had reason to believe that the contract claim was weak, it was not negligent to assert alternative theories of recovery in the petition on behalf of its client. It is

well established that one who pleads an express contract cannot generally seek recovery on the theory of implied contract or quantum meruit. *Rogers v. Webb*, 558 N.W.2d 155, 158 (Iowa 1997); *Guldberg v. Greenfield*, 259 Iowa 873, 878-79, 146 N.W.2d 298, 301-02 (1966); *Irons v. Cmty. State Bank*, 461 N.W.2d 849, 855 (Iowa Ct. App. 1990). However, if a contract is deemed unenforceable, quantum meruit is a potential equitable source for recovery. *See Rogers*, 558 N.W.2d at 158 (noting that when a contract is deemed unenforceable, not because the subject matter is illegal, but for other policy reasons related to the payment scheme, recovery may be allowed under quantum meruit). "*Quantum meruit* is a quasi-contractual theory of recovery providing that [when] one person renders services for another which are known to and accepted by him, the law implies a promise on his part to pay therefor." *State Public Defender v. Iowa Dist. Ct.*, 731 N.W.2d 680, 684 (Iowa 2007) (citations omitted). Under this theory, a claimant can recover the reasonable value of the services provided. *Iowa Waste Sys., Inc. v. Buchanan County*, 617 N.W.2d 23, 29 (Iowa Ct. App. 2000). Likewise, a claim based on an open account encompasses any demand based on a transaction creating a debtor and a creditor relationship. *Roger's Backhoe Serv., Inc. v. Nichols*, 681 N.W.2d 647, 650 (Iowa 2004). In granting the directed verdict, the court determined these alternative claims could not be established because Brooks, Inc. did not submit timely invoices under the *written* contract. However, we disagree with the trial court that the written contract governs the *quasi-contractual* claims of quantum meruit and open account. *See*

State Public Defender, 731 N.W.2d at 684; *Roger's Backhoe Serv., Inc.*, 681 N.W.2d at 650; *Iowa Waste Sys., Inc.*, 617 N.W.2d at 29.

On the record before us, we find there was an adequate factual and legal basis for asserting these claims in the petition, viewing what was known by the attorney at the time of filing. Furthermore, sanctioning an attorney for asserting potential sources of relief would thwart our policy of ensuring proper notice of claims is provided to defendants. *See Scott v. Grinnell Mut. Reins. Co.*, 653 N.W.2d 556, 562-63 (Iowa 2002) (finding reversible error when defendant was not given adequate notice of a change in theories at trial from breach of implied contract to breach of express contract); *Gosha v. Woller*, 288 N.W.2d 329, 331-32 (Iowa 1980) (finding reversible error because defendant was not given adequate notice when plaintiff pleaded theory of breach of express warranty, but court allowed the case to be submitted as breach of implied warranty given the proof presented at trial). We are additionally mindful that our civil procedure system does not expect parties to have their entire case established at the time the petition is filed, and acknowledge that unforeseeable mistakes in strategy occur at trial, and witnesses may change their testimony when cross-examined. Sanctions under rule 1.413 are not to be imposed with the benefit of hindsight. *Schettler v. Iowa Dist. Ct.*, 509 N.W.2d 459, 466 (Iowa 1993) (stating that the court must view the attorney's judgment "as of the time the paper in question was filed, not with hindsight gained through hearing the evidence at trial"); *Weigel*, 467 N.W.22d at 280.

We also find this case is distinguished from *Barnhill v. Iowa Dist. Ct.*, 765 N.W.2d 267, 270 (Iowa 2009), where our supreme court affirmed a similar sanction of $25,000 against an attorney for violating rule 1.413(1). In *Barnhill*, the court noted the litigation was protracted due to Barnhill's persistence in maintaining claims against a specific defendant, even without legal or factual support, in order to coerce a settlement. 765 N.W.2d at 278-79. It found sanctions warranted because Barnhill displayed a lack of candor and used inappropriate trial tactics. *Id.* at 278. The court explained attorneys may make good faith challenges to existing law through notice pleading, but the court "will not allow an attorney to act incompetently or stubbornly persistent, contrary to the law or facts, and then later attempt to avoid sanctions by arguing he or she was merely trying to expand or reverse existing case law." *Id.* at 279. In the case before us, we see no evidence that Bertroche ignored facts or law in devising the petition, persisted in pursuing the alternative theories simply out of stubbornness, or was less than forthright with the court. We find the court abused its discretion in imposing sanctions against Bertroche.

V. RULE OF CIVIL PROCEDURE 1.413(1) AND DISCOVERY VIOLATIONS. The court also determined that Bertroche violated the rule by failing to make a reasonable inquiry when responding to discovery requests. Brooks, Inc. denied certain allegations in its answer to Criterion's counterclaim, yet admitted this information at trial. Brooks, Inc. failed to provide certain documents requested in Criterion's request for production of documents. At trial, Angy Brooks admitted additional documents were not produced and was

equivocal about whether counsel gave her a copy of the request for documents. She also testified that in response to Criterion's request for admissions, she should have admitted, rather than denied certain allegations. The court explained that a reasonable inquiry would have shown that Brooks, Inc. did not comply with the contract's terms and did not have the documentation to support its claim. The court concluded that it was apparent counsel had not seen the relevant documents until trial.

Bertroche argues that the district court erred in applying rule 1.413(1) to discovery violations. It contends that a similar federal rule of procedure, rule 11, permitting sanctions to be imposed for the filing of frivolous suits, specifies that the rule does not apply to the discovery process. Bertroche also contends another rule pertaining to discovery, rule 1.517, is the proper means to punish discovery violations.

Our rule and statute are broadly worded to include that a signature on every "motion, pleading, or other paper," is a certificate that reasonable inquiry has been made. Iowa R. Civ. P. 1.413(1); Iowa Code § 619.19. Sanctions shall be imposed if "a motion, pleading, or other paper is signed in violation" of the rule or statute. Iowa R. Civ. P. 1.413(1); Iowa Code § 619.19. The rule applies "'to each paper signed, and would require that each filing reflect a reasonable inquiry.'" *Schettler*, 509 N.W.2d at 465 (quoting *Mathias*, 448 N.W.2d at 447). The rule does not apply a continuing duty on attorneys to perform a constant inquiry of the factual basis of a client's claim. *Mathias*, 448 N.W.2d at 447. However, most cases concern a series of filings that may indicate a pattern of

conduct. *Id.* The analogous federal rule 11 also states that it applies to "[e]very pleading, written motion, and other paper." Fed. R. Civ. P. 11(*a*). Unlike our rule, the federal counterpart includes an express limitation that "[t]his rule does not apply to disclosure and discovery requests, responses, objections, and motions under Rules 26 through 37." Fed. R. Civ. P. 11(*d*). Nonetheless, our courts have looked to federal rule 11, and cases interpreting it, when construing our own sanctions rules. *See Barnhill*, 765 N.W.2d at 276; *State ex rel. Iowa Dep't of Human Servs. v. Duckert*, 465 N.W.2d 871, (Iowa 1991); *Darrah v. Des Moines Gen. Hosp.*, 436 N.W.2d 53, 54 (Iowa 1989).

We agree that filing a motion for sanctions under rule 1.413(1) is not the appropriate means for addressing discovery violations. We come to this conclusion because even though rule 1.413(1) does not expressly exclude discovery requests and responses, Iowa has a separate rule directly addressing this issue. Under rule 1.517(3),

> If a party fails to admit the genuineness of any document or the truth of any matter as requested under rule 1.510, and if the party requesting the admissions thereafter proves the genuineness of the document or the truth of the matter, the requesting party may move for an order requiring the other party to pay the reasonable expenses incurred in making that proof, including reasonable attorney's fees.

At least part of the impetus for excluding discovery from the sanctions of federal rule 11, was to reduce the number of motions for sanctions presented to courts. *See* Fed. R. Civ. P. 11, Advisory Committee Notes, 1993 Amendments, (providing that the purpose of excluding discovery requests and responses from rule 11 was to reduce the number of motions for sanctions presented to the court

and that it is appropriate for the rules governing the discovery process to be used to address violations of the discovery rules). We do not believe rule 1.413(1) was intended to provide a means to pursue discovery sanctions, in addition to the procedures already provided for by rule 1.517. Accordingly, we reverse the district court's imposition of sanctions under rule 1.413(1) for any alleged discovery rule violations.

VI. APPELLATE ATTORNEY FEES. Criterion requests appellate attorney fees. A party generally has no claim for attorney fees unless a statute or contractual term allows for such award. *Hockenberg Equip. Co. v. Hockenberg's Equip. & Supply Co. of Des Moines, Inc.*, 510 N.W.2d 153, 158 (Iowa 1993). Criterion cites no authority for an award of appellate attorney fees and we award none.

VII. CONCLUSION. We reverse the district court's award of sanctions. The court abused its discretion by failing to view the attorney's conduct in terms of what was known at the time of filing the petition. It also erred in applying sanctions under rule 1.413(1) to alleged violations of our discovery rules. Finding sanctions were not warranted in this case, we sustain the writ of certiorari.

WRIT SUSTAINED.