



AN OVERVIEW OF RECENT AND NOT SO RECENT MICHIGAN APPELLATE DECISIONS CONCERNING ARBITRATION

BY LEE HORNBERGER, ARBITRATOR

Introduction

This article provides a review of Michigan appellate cases concerning arbitration and the arbitration of domestic relations matters.

Michigan Supreme Court Decisions

Waiver of right to arbitration via case management order

*Nexteer Auto Corp v Mando Am Corp.*¹ Party waived right to arbitration when it stipulated in case management order that arbitration provision did not apply. In **dissent**, **Justice Markman** agreed COA correctly held party claiming opposing party had expressly waived contractual right to arbitration **does not need to show it will suffer prejudice** if waiver not enforced. Justice Markman said COA erred by holding that defendant expressly waived right to arbitration by **signing case management order** that contained checked box next to statement: “**An agreement to arbitrate this controversy . . . exists . . . [and] is not applicable.**” He would have reversed COA on express waiver and remanded for consideration of whether defendant’s conduct gave rise to implied waiver, waiver by estoppel, or no waiver. **Lesson: Be careful when checking boxes.**

Not all artwork invoice claims subject to arbitration

*Beck v Park West Galleries, Inc.*² considered whether an arbitration clause in invoices for artwork purchases applied to disputes arising from prior purchases when invoices for prior purchases did not refer to arbitration. MSC held that an arbitration clause contained in later invoices cannot be applied to disputes arising from prior sales with invoices that did not contain the arbitration clause. MSC reversed part of COA judgment that extended arbitration clause to parties’ prior transactions that did not refer to arbitration. MSC recognized the policy favoring arbitration of disputes arising under CBAs but said this does not mean arbitration agreement between parties outside collective bargaining context applies to any dispute arising out of any aspect of their relationship.

Arbitrator can hear claims arising after referral to arbitration

*Wireless Toyz Franchise, LLC v Clear Choice Commc’n, Inc.*³ MSC reversed COA and reinstated Circuit Court order denying defendants’ motion to vacate award and confirming award. Dissent in 303619 (May 31, 2012) said stipulated order for intended arbitration include claims beyond those pending because it allowed further discovery, **gave arbitrator Circuit Court powers**, and the award would represent full and final resolution. Claims not pending at time order entered were not outside scope of arbitrator’s powers. **Lesson: the language in order to arbitrate is important.**

Parental pre-injury waivers and arbitration

*Woodman ex rel Woodman v Kera LLC*⁴ MSC held in a 5-2 decision that **parental pre-injury waiver unenforceable under common law.**

*MK v Auburnfly, LLC.*⁵ Parental indemnification agreement violated public policy as found in *Woodman*.

In 2011, Legislature enacted **MCL 700.5109** which states:

1. Before a minor participates in recreational activity, a parent or guardian of the minor may release a person from liability for economic or noneconomic damages for personal injury sustained by the minor during the specific recreational activity for which the release is provided.
2. **This section only applies to a recreational activity sponsored or organized by a nongovernmental, nonprofit organization. . . .**

Ex parte submission to employment arbitration panel inappropriate

*Gates v USA Jet Airlines, Inc.*⁶ MSC vacated the award and remanded the case to Circuit Court because one of the parties made an **ex parte** submission to the arbitration panel **in violation of arbitration rules.** Submission may have violated MRPC 3.4(c) (knowingly disobeying an obligation under the rules of a tribunal) and 3.5(b) (prohibiting *ex parte* communication regarding pending matter). **Lesson: Do not do ex parte submissions in arbitration.**

Failure to tape record DRAA hearing

*Kirby v Vance*⁷ in lieu of granting leave, MSC reversed COA (278731) and held DRAA arbitrator exceeded authority when arbitrator **failed to adequately tape record arbitration proceedings**. Circuit Court erred when it failed to remedy arbitrator's error by conducting its own evidentiary hearing. MSC remanded for entry of order vacating award and ordering another arbitration before same arbitrator. **Lesson: Make sure recorder is working.**

Formal hearing format not required in DRAA arbitration

Miller v Miller.⁸ DRAA does not require formal hearing concerning property issues similar to that which occurs in regular trial proceedings.

Michigan Court of Appeals Published Decisions

COA reverses Circuit Court order asking question of arbitrator in prior case

Mahir D Elder, MD, PC v Deborah Gordon, PLC.⁹ Plaintiff sued former employer for wrongful termination and received a large monetary award from arbitration proceeding. The award stated plaintiff should receive compensation as calculated by Chart B, but the award then listed the lower monetary amount in Chart A. Plaintiff's attorney did not notice discrepancy and confirmed the award. Prior case was then dismissed. When plaintiff sued his attorney for legal malpractice, the Circuit Court decided to send a question to arbitrator to determine whether arbitrator meant to award plaintiff amount stated in award. Plaintiff appealed. COA reversed. **"After you have reviewed the materials, please confirm whether you intended to award Dr. Elder \$5,516,907 in back pay, front pay and exemplary damages, or some other amount?"** MCL 691.1694(4) precludes "any statement, conduct, decision, or ruling occurring during the arbitration proceeding." This prohibits compelling arbitrators from giving evidence as a witness regarding statements, conduct, decisions, or rulings that it may have made during arbitration proceeding. **Lesson: Read the award carefully.**

Pre-dispute arbitration agreement in legal malpractice case

*Tinsley v Yatooma*¹⁰ involved a pre-dispute arbitration provision in a legal malpractice case. COA held under MRPC 1.8(h)(1) and EO R-23 arbitration provision enforceable because client consulted with independent counsel. COA: **"We suggest contemplation by the State Bar of Michigan and our Supreme Court of an addition to or amendment of MRPC 1.8 to specifically address arbitration clauses in attorney-client agreements."**

Rules of Professional Conduct Rule 1.19, effective Sep 1, 2022, says,

Rule 1.19. Lawyer-Client Representation Agreements: Arbitration Provisions

A lawyer shall not enter into agreement for legal services with client requiring that any dispute between lawyer & client be subject to arb unless client provides informed consent in writing to arb provision, which is based on being

- (a) reasonably informed in writing regarding scope & advantages & disadvantages of arb provision, or
- (b) independently represented in making agreement.

Lesson: Study MRPC Rule 1.19 before entering into an arbitration agreement with client.

DRAA award partially vacated

Eppel v Eppel.¹¹ COA held arbitrator deviated from plain language of **Uniform Spousal Support Attachment** by including profit from ASV shares. **Deviation substantial error that resulted in substantially different outcome.** Deviation readily apparent on face of award.

Pre-arbitration hearing email submission of exhibits

Fette v Peters Constr Co.¹² Michigan Arbitration Act¹³ controlled; not Uniform Arbitration Act.¹⁴ Record did not support plaintiffs' contention arbitrator considered **exhibits defendant electronically shared before hearing** in making award determination. Even if award against great weight of evidence or not supported by substantial evidence, COA precluded from vacating award. Allowing parties to electronically submit evidence prior to hearing did not affect plaintiffs' ability to present evidence they desired. **Lesson: Consider ramifications of emailing exhibits to arbitrator and whether exhibits in evidence or not.**

Pre-award lawsuit concerning arbitrator selection

Oakland-Macomb Interceptor Drain Drainage Dist v Ric-Man Constr, Inc.,¹⁵ reflects viewpoint that no part of arbitration process is more important than selecting arbitrator. AAA did not appoint a panel member who had specialized qualifications required in the agreement. Plaintiff sued to enforce requirements. The Circuit Court ruled in favor of defendant and AAA. COA in split decision reversed. The issue was whether plaintiff could bring pre-award lawsuit concerning arbitrator selection. The majority said courts usually will not entertain pre-award objections to selection. But, when the suit is brought to enforce essential provisions of agreement concerning selection, courts will enforce mandates. When such provision is central, the Federal Arbitration Act¹⁶ provides it should be enforced by courts prior to arbitration hearing. Party may petition court before the award if (1) arbitration agreement specifies qualifications arbitrator must

possess and (2) arbitration administrator fails to appoint an arbitrator who meets these qualifications. Court may issue an order requiring arbitration proceedings conform to arbitration agreement. Majority awarded plaintiff Circuit Court and COA costs and attorney fees. It should be noted that in their dissent, Judge Jansen said a party cannot obtain judicial review of qualifications of arbitrators pre-award.

Offsetting decision-maker biases can arguably create neutral tribunal

*White v State Farm Fire and Cas Co.*¹⁷ Discussed whether appraiser under MCL 500.2833(1)(m), who receives a contingency fee for appraisal is sufficiently neutral. COA said courts have upheld agreements for arbitration conducted by party-chosen, non-neutral arbitrators, particularly when neutral arbitrator is also involved. These cases implicitly recognize it is not necessarily unfair or unconscionable to create effectively neutral tribunal by building in offsetting biases.

Complaint must be filed to obtain award confirmation

*Jaguar Trading Limited Partnership v Presler.*¹⁸ Complaint must be filed to obtain confirmation of the award. Having failed to invoke Circuit Court jurisdiction under Michigan Arbitration Act by filing complaint, plaintiff not entitled to confirmation. The issue was whether plaintiff, as party seeking confirmation under MCR 3.602(I) and MAA was required to file a complaint to invoke Circuit Court jurisdiction. COA held, because no action pending, plaintiff

was required to file complaint. Since plaintiff timely filed award with court clerk, matter remanded so plaintiff could file complaint in Circuit Court.

COA affirms Circuit Court that motion to vacate not timely filed

*Vyletel-Rivard v Rivard.*¹⁹ Defendant challenged Circuit Court decision denying motion to vacate DRAA award. COA affirmed because motion to vacate not timely filed. On March 28, 2008, defendant filed motion to vacate “awards” of November 13 and December 7, 2007. Party has 21 days to file motion to vacate in DRAA case. **Lesson: Time periods are important. Ramifications in filing second post-award errors and omissions motion.**

COA approves probate arbitration

In split decision, *In re Nestorovski Estate*²⁰ held probate proceedings not inherently in arbitrable.

Michigan Court of Appeals Unpublished Decisions

COA affirms Circuit Court confirmation of award

*Carmen v Factory Steel and Metal Supply Co, LLC.*²¹ In this dispute over terms governing operation of family-owned company, plaintiff appealed Circuit Court order denying his motion to vacate award and confirming award in favor of defendant. COA affirmed. **Standard applied to arbitration decisions is not a clear error.** Legal correctness is not standard

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because arbitrators are not necessarily trained in law and are individuals of varying ability and expertise. Reviewing court cannot engage in contract interpretation, which is issue for arbitrator to determine.

COA affirms Circuit Court confirmation of DRAA award

*Gomaa v Sharafeldin.*²² Husband unhappy with results of DRAA arbitration. He claimed arbitrator erred in awarding Wife various property and challenged “piecemeal” approach used by arbitrator. Circuit Court held arbitrator did not commit any errors permitting court to invade award, and entered JOD consistent with arbitrator’s orders. Husband repeated his challenges on appeal. COA affirmed.

COA affirms Circuit Court confirmation of award

*Garza v Estate of Gutierrez.*²³ COA affirmed Circuit Court order confirming award giving plaintiff **seven days to cure his \$150,000 default** on the parcel of real property he was buying from defendant, or to surrender property to defendant. Decision of arbitrator not governmental action.

COA affirms Circuit Court confirmation of DRAA award

*Shannon v Ralston.*²⁴ COA affirmed Circuit Court ruling that arbitrator did not err in denying plaintiff’s request

for evidentiary hearing and discovery regarding defendant’s request for attorney fees.

COA affirms Circuit Court confirmation of DRAA award

*Mann v Whitefield.*²⁵ COA affirmed Circuit Court confirmation of comprehensive DRAA award. There was unsuccessful mediation and then arbitration. Domestic violence protocol was not done, and appellant argued this invalidated award. COA stated “... plain language of MCR 3.216(H)(2) indicates [**domestic violence protocol**] **applies to mediators during mediation, not arbitrators during arbitration.** ... We found no authority applying the domestic violence screening requirement of a mediator under MCR 3.216(H)(2) to arbitrators.” Emphasis added.

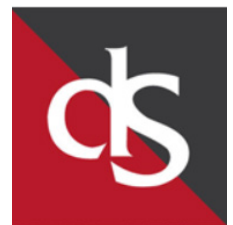
COA affirms Circuit Court confirmation of award

*UHG Boca, LLC v Medical Mgt Partners, Inc.*²⁶ After arbitrator issued final award, plaintiff moved to vacate award in part arguing arbitrator improperly applied **wrongful conduct rule** when arbitrator refused to enforce agreements. Plaintiff also argued that arbitrator improperly applied **adverse inference rule** when arbitrated concluded, on basis of adverse inference, parties were conducting an illegal enterprise. Circuit Court disagreed and confirmed award. COA affirmed Circuit Court.



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COA discusses DRAA arbitrator having authority to decide child support

Beachum v Beachum.²⁷ Parties agreed in consent JOD that arbitrator shall decide “[a]ny dispute over the calculation of child support upon receipt of ... H[]’s income information ...” COA held Circuit Court erred by holding that disputes over **Michigan Child Support Formula**-consistent child support figures were outside the scope of arbitration agreement. Dispute over whether parties agreed to allow arbitrator to deviate from MCSF arbitrable. **Ambiguity regarding whether dispute falls within scope of arbitration agreement to be resolved in favor of arbitration.** COA vacated Circuit Court order to extent it precluded arbitrator from determining deviation in accordance with alleged agreement by parties or a statutory basis.

COA affirms Circuit Court confirmation of DRAA award

Stonisch v Stonisch.²⁸ COA, in affirming Circuit Court, stated court must accept arbitrator’s factual findings and decisions on merits, and it cannot engage in contractual interpretation because that is reserved for arbitrator. COA concluded because arbitrator was arguably construing or applying contractual language, there was no basis to vacate DRAA award.

COA affirms Circuit Court confirmation of DRAA award

Maczik v Maczik.²⁹ COA affirmed Circuit Court denial of motion to vacate DRAA award because **motion to vacate filed late**. This was even though the arbitrator did not meet the requirements to be DRAA arbitrator.

COA affirms Circuit Court denying arbitration in dentist non-compete case

Paine v Godzina.³⁰ **What does “and” mean?** Appellants argued that Circuit Court erred because plain language of contractual agreement required arbitration of dispute regarding non-compete clause. Based on word “and” in arbitration agreement, COA affirmed Circuit Court’s denial of motion to compel arbitration. COA agreed with Circuit Court that language, “[a]ny dispute, controversy or claim between the Associate and the **Employer concerning questions of fact arising under this Agreement and concerning issues related to wrongful termination** ... shall be submitted ... [AAA],” means arbitration is required for cases that involve both questions of fact arising under Agreement and issues related to wrongful termination.

COA affirms Circuit Court entry of JOD based on DRAA arbitration

Weaver v Weaver.³¹ Defendant Wife argued Circuit Court erred by entering JOD which reflected an arbitration award that failed to value and divide marital portion of plaintiff husband’s 401(k) plan without first holding hearing to ensure 401(k) was divided appropriately because the

arbitrator exceeded its powers in failing to value and divide it. Wife argued Circuit Court erred in entering JOD based on award that was incomplete and failed to equitably divide marital property, awarded Husband non-marital property, and made Wife responsible for her entire student loan debt. Wife contended remand was necessary for evidentiary hearing to ensure that marital assets are appropriately identified, valued, and divided equitably. COA affirmed Circuit Court. COA reviews de novo Circuit Court decision to confirm award.

COA affirms Circuit Court confirming award

Clancy v Entertainment Managers, LLC.³² **Advance for wedding reception.** AAA administered arbitration under **expedited proceedings** pursuant to its Commercial Arbitration Rules. According to COA, defendant did not explain how it was prejudiced by use of expedited procedures such that award would have been “substantially otherwise” had arbitration been conducted differently. Contrary to defendant’s assertion, arbitrator did not disallow recording of arbitration hearing or prevent defendant from arranging recording of proceeding. Concerning attorney fees, plaintiffs’ contention that arbitration provision allowed award of reasonable attorney fees for “[a]ll claims and disputes arising under or relating to [the] Agreement” within plain language of provision. COA affirmed Circuit Court confirmation of award.

COA affirms Circuit Court denying motion to compel arbitration

Schmidt v Bowden.³³ After parties closed on sale of property, plaintiff commenced arbitration proceedings regarding sales commission with Board of Realtors. Defendant argued that plaintiff was not entitled to commission and commission dispute not subject to arbitration. Circuit Court denied motion to compel arbitration. COA affirmed. Plaintiffs conceded parties did not contract to arbitrate commission issue. Plaintiffs presented no written agreement regarding commission, with or without an arbitration clause. There was no arbitration clause for the court to review. Plaintiffs argued that even though parties did not agree to arbitrate, they are compelled to arbitrate because both plaintiff and defendant, as real estate professionals, voluntarily belonged to real estate organizations that required arbitration of disputes. Plaintiffs assert that defendant belonged to North Oakland County Board of Realtors and plaintiff belonged to Ann Arbor Board of Realtors, both of which have rules containing mandatory arbitration provisions. Plaintiffs asserted that Michigan 2021 Code of Ethics and Arbitration Manual applicable to real estate professionals, as well as MLS where defendant listed her home, also compel arbitration. Plaintiffs theorized that because parties are members of real estate associations, rules of those associations impute to parties’ agreement to arbitrate a disputed commission. Plaintiffs did not support this theory with Michigan authority.

Review of DRAA award

*Lam v Do.*³⁴ Following DRAA arbitration, Do displeased with results. He cited errors in the arbitrator's calculation of Lam's income for child support purposes and sought credit in property division for supporting Lam in her postdoctoral work. Arbitrator rejected these points and final JOD entered. COA affirmed in part, but remanded for recalculation of child support based on Lam's previous three years of income pursuant to 2017 **Michigan Child Support Formula 2.02(B)**.

COA in reconsideration split decision reverses consent JOD enforcing award

*Hans v Hans.*³⁵ Circuit Court entered JOD, consistent with arbitrator's award. JOD approved by plaintiff and defendant. Defendant filed a motion for clarification of JOD concerning distribution of proceeds from sale of real property, primarily because of competing attorney liens. Circuit Court issued order explaining how sale proceeds to be distributed. Plaintiff appealed. COA reversed in **reconsideration flip split decision**. According to COA, aside from unsecured marital debt, consent JOD called for sales proceeds from both properties to be divided equally between plaintiff and defendant. The fact that defendant was ordered to pay \$50,000 toward plaintiff's attorney fees did not entitle him to more than 50% of net proceeds. Circuit Court erred by ordering "75/25" debt split as to payment of parties' atty fees. On remand, Circuit Court shall enter orders consistent with COA opinion.

Judge Murray dissent said property settlement provisions of JOD, unlike alimony or child support provisions, are final and generally cannot be modified. Parties, court, and arbitrator knew the need for flexibility was paramount. Law allows court to fill in gaps with JODs. Circuit Court exercised that flexibility. Result not inequitable under circumstances.

COA affirms Circuit Court denial of motion to vacate DRAA award

*Barnett v Barnett.*³⁶ COA affirmed Circuit Court denial of motion to vacate DRAA award. Before JOD entered, plaintiff moved to vacate alleging (1) arbitrator refused to hear material evidence, (2) evaluation report was not made available to parties until shortly before arbitration hearing and arbitrator denied plaintiff's request to adjourn hearing, (3) arbitrator denied plaintiff's request to adjourn hearing to consider 2019 accounting records for defendant's businesses, and (4) arbitrator refused to consider that parties' 19-year-old

child, who was disabled and cared for by plaintiff, and likely would need adult care for remainder of his life. COA: "It was up to plaintiff's counsel, not the arbitrator, to explain any parts of the agreement or the arbitration process that plaintiff could not read or did not understand."

COA affirms Circuit Court denial of motion to vacate DRAA award

*Pascoe v Pascoe.*³⁷ COA affirmed Circuit Court denial of motion to vacate DRAA award. COA said review of awards extremely limited. Review of award by court one of narrowest standards of judicial review in jurisprudence. Award may be vacated in DRAA case when arbitrator exceeded powers. Party seeking to prove arbitrator exceeded authority must show arbitrator (1) acted beyond material terms of arbitration agreement or (2) acted contrary to controlling law. Reviewing court may not review arbitrator's findings of fact, and any error of law must be discernible on face of the award. COA stated arbitrator's "evidentiary findings and credibility assessments by the arbitrator were simply not subject to challenge in court." **Powerful outline of law concerning deference to arbitration awards.**

COA affirms confirmation of DRAA award

*Daoud v Daoud.*³⁸ COA affirmed Circuit Court confirmation of DRAA award. Where arbitrator provided parties equal opportunity to present evidence and testimony on all marital issues, recognized and applied Michigan law, and explained uneven distribution of property, there was no basis for concluding arbitrator exceeded authority even in instance with **past domestic violence and PPO**.

About the Author

Lee Hornberger is a member of the National Academy of Arbitrators. He is a former Chair of the Alternative Dispute Resolution Section of the State Bar of Michigan, Editor Emeritus of The Michigan Dispute Resolution Journal, a former member of the SBM Representative Assembly, a former President of the Grand Traverse-Leelanau-Antrim Bar Association, and a former Chair of the Traverse City Human Rights Commission. He is a member of the Professional Resolution Experts of Michigan (PREMi), and a Diplomate Member of The National Academy of Distinguished Neutrals. He has received the Distinguished Service Award, the George N. Bashara, Jr. Award, and Hero of ADR Awards from the SBM ADR Section.

Endnotes

- 1 500 Mich 955; 891 NW2d 474, 153413 (2017), lv den from 314 Mich App 391; 886 NW2d 906 (2016).
- 2 499 Mich 40; 878 NW2d 804 (2016), partially reversed COA 319463 (2015).
- 3 493 Mich 933, 825 NW2d 580 (2013).
- 4 486 Mich 228; 785 NW2d 1 (2010).
- 5 ___ Mich App ___, 364577 (Dec 17, 2024).
- 6 482 Mich 1005; 756 NW2d 83 (2008),
- 7 481 Mich 889; 749 NW2d 741 (2008),
- 8 474 Mich 27; 707 NW2d 341 (2005).
- 9 343 Mich App 388, 359225 (Sep 22, 2022).
- 10 333 Mich App 257, 349354 (Aug 13, 2020), lv den.
- 11 322 Mich App 562 (2018).
- 12 310 Mich App 535; 871 NW2d 877 (2015).
- 13 MCL 600.5001 *et seq.*
- 14 MCL 691.1681 *et seq.*
- 15 304 Mich App 46; 850 NW2d 408 (2014). This case discussed at Eshshaki, "Judicial Intervention in Arbitration Proceedings Pre-Award," *Michigan Bar Journal* (June 2023), p. 30.
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- 16 9 USC 1, *et seq.*
- 17 293 Mich App 419; 809 NW2d 637 (2011).
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- 19 286 Mich App 13; 777 NW2d 722 (2009); lv gtd 486 Mich 938; 782 NW2d 502 (2010), stip dism ___ Mich ___ (2010).
- 20 283 Mich App 177; 769 NW2d 720 (2009).
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- 22 363218 (July 18, 2024).
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- 24 363349 (March 14, 2024), lv den.
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- 31 361752 (June 15, 2023).
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