

IN THE COURT OF APPEALS OF OHIO

TENTH APPELLATE DISTRICT

RRL Holding Company of Ohio, LLC	:	
et al.,	:	
	:	
Plaintiffs-Appellees,	:	
	:	
v.	:	No. 18AP-118
	:	(C.P.C. No. 15CV-1842)
Merrilee Stewart,	:	
	:	(REGULAR CALENDAR)
Defendant-Appellant.	:	
	:	

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D E C I S I O N

Rendered on September 27, 2018

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**On brief:** *Shumaker, Loop & Kendrick, James R. Carnes and Matthew T. Kemp*, for appellees.

**On brief:** *Merrilee Stewart*, pro se.

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APPEAL from the Franklin County Court of Common Pleas

TYACK, J.

{¶ 1} Merrilee Stewart is appealing from the confirming of an arbitration award resulting from an arbitration conducted by the American Arbitration Association. She assigns eight errors for our consideration:

[I.] The trial court err resulted in a Breach of Contract rights and interference with property rights of Appellant Ms. Stewart. The Contractual Rights contained in the Buy/Sell Agreement and the RRL Operating Agreement affords protection to Defendant Appellant Ms. Stewart. These Contract Rights are grounded in law and the Arbitration Award as written and the Plaintiff Appellees attempted

implementation breaches the contractual rights of the Defendant Appellate Ms. Stewart.

[II.] The trial court err resulted in the loss of rights granted to a minority owner embedded in law. The majority owners owe and owed a heightened fiduciary duty to the minority owner Appellant Ms. Stewart. In addition, these same majority owners of RRL elected themselves to serve on the Board of Managers of IHT granting themselves the controlling ability exercise all financial decisions affecting minority member Ms. Stewart benefits and her unredeemed ownership interest.

[III.] The trial court err violated the Appellants right to challenge an award. Appellant Ms. Stewart has the rights to challenge an arbitration award within 90 days of the Final Award Date of December 11, 2017. Whereas Defendant Appellant Ms. Stewart's Motion to Modify, Vacate or Correct in Part, request for stay request for hearing filed January 1, 2018 was timely. Furthermore this very appeal of February 15, 2018 is also within the 90 days. Therefore the trial court should grant Defendant Appellant Ms. Stewart consideration.

[IV.] The trial court erred in refusing to strike prejudicial opinions contained in the Arbitration award. The Arbitrator exceed their powers by rendering judgement on an unrepresented entity and the Trail Court erred when they failed to respond to Defendants Appellants motion to strike. This information should not appear within the docket as the TRG case has not even had one day of discovery.

[V.] The trial court erred in not granting a hearing, an injunctive hearing and in certifying the award prematurely (one day after return for prior appeal). The Trial Court erred in their premature timing of the Certification of the Arbitration Award with the failure to rule on Defendant Appellant Ms. Stewart's specific request for stay on the confirmation of the arbitration award pending ruling on motion. This action was prejudicial to Defendant Appellant. Further, the Trial Court erred and was premature on the timing on the award judgement when it did not respond to Defendant Appellant request stay, request for hearing on the motion and the request for injunctive relief hearing.

[VI.] The Trial Court erred when it ignored and failed to respond to the documented attorney misconduct in the

Objection to the Arbitration Award and in the Record on Appeal.

[VII.] The Trial Court erred when it did not respond to the Defendant Appellants request for accounting.

[VIII.] The Trial Court erred when it sent all claims to Arbitration in that the stay, pending arbitration has left dormant all claims for over 3 years and prevented any leave to amend.

(Sic passim.)

{¶ 2} Stewart was a former member of RRL Holding Company of Ohio, LLC. She was awarded \$520,000 as a part of her being bought out of the LLC but she seeks a higher dollar figure. The Franklin County Court of Common Pleas entered judgment affirming the arbitration award. The trial court's judgment entry reads:

This matter is before the Court on the Motion of Plaintiffs RRL Holding Company of Ohio, LLC ("RRL") and IHT Insurance Agency Group, LLC ("IHT"), to confirm an arbitration award ("Motion"). Upon review, the Court finds as follows:

1. The proceedings in American Arbitration Association Case No. 01-16-0003-9163 were made pursuant to a valid written contract between Plaintiffs and Defendant Merrilee Stewart, and were proper in all respects.

2. Plaintiffs' motion is well taken, and the December 11, 2017 Final Award in American Arbitration Association Case No. 01-16-0003-9163 should be confirmed in all respects.

**Therefore, it is ORDERED, ADJUDGED AND DECREED as follows:**

This Court hereby confirms the December 11, 2017 Final Award in American Arbitration Association Case No. 01-16-0003-9163 in all respects, pursuant to Ohio Rev. Code § 2711.09. The terms of the Final Award (filed with the Motion as Exhibit C) are specifically incorporated by reference into this Judgment Entry. The terms of the Final Award shall be binding on the parties. This is a final appealable order.

{¶ 3} We have no transcript of the evidence presented at the arbitration proceedings. What facts we have are contained in the arbitration award. They reflect that

Stewart set up a business entity which competed with the business entity owned by RRL Holding Company of Ohio, LLC. As a result, the other members of the LLC voted to remove Stewart as a member of the LLC. Stewart chose to stay away from a critical meeting to discuss the issues.

{¶ 4} A court may vacate an arbitration award for a very limited number of reasons. *See* R.C. 2711.10 and 2711.11. None of those reasons have been demonstrated here, especially in light of the fact the parties have provided no transcript.

{¶ 5} We have no basis for finding that any of Stewart's assignments of error have merit. We, therefore, overrule the eight assignments of error and affirm the trial court's confirmation of the arbitration award.

*Judgment affirmed.*

BRUNNER and HORTON, JJ., concur.

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